



Procurement Operations

Request for Competitive Sealed Proposals (RFCSP)

For

Felix Fraga Building - 3rd Floor Build Out

Project No. RFCSP 13-36

Proposal Submittal Deadline: May 23, 2013, 1:00 p.m. (local time)

REQUEST FOR PROPOSALS

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Note: Attachments 1, 8, and 10 must be signed and notarized.

Sample Contract Documents (The resulting contract will include at least the following documents)	
Exhibit A:	Proposal /Award Form
Exhibit B:	Schedule of Items and Prices
Exhibit C:	Scope of Services
Exhibit D:	Uniform General & Supplemental General Conditions for Houston Community College
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Exhibit H:	Proposer Questionnaire

HOUSTON COMMUNITY COLLEGE

REQUEST FOR COMPETITIVE SEALED PROPOSALS - SUMMARY

Date: April 25, 2013
Project Title: Felix Fraga Building - 3rd Floor Build Out
Project No.: RFCSP 13-36

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Kerry Doucette
Title: Procurement Operations
Telephone: (713) 718-5014
Fax: (713) 718-2113
Email: Kerry.doucette@hccs.edu

1. **Project Overview:**

Houston Community College and the Houston Community College Public Facility Corporation, collectively, (HCC) or (College) is seeking proposals from qualified firms to provide Construction Services/Building Modifications as described and specified in the Scope of Services, Attachment No. 3, and in accordance with the terms, conditions, requirements, plans and specifications attached hereto and made a part of the RFCSP.

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

2. **Award / Contract Approval:**

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for competitive sealed proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC.

3. **Pre-Proposal Meeting & Site Visit:** ___Mandatory ___X___ Not mandatory ___ Not Applicable
A pre-proposal meeting will be held and immediately following the pre-proposal meeting, a site visit and walk through will be held by the Procurement Operations Department, **Felix Fraga Academic Center, 3rd Floor, 301 N. Drennan St., Houston, TX 77003 on May 8, 2013 at 1:00 PM (local time).**

4. **Proposal Due Date/Time:** Interested firms shall submit one (1) original and five (5) printed copies of their proposal no later than 1:00 p.m. (local time) on May 23, 2013. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. The original and copies of the submission should be accompanied by one (1) CD or flash drive with electronic copies of the submission. The electronic copies should be in non-editable .PDF format and should include the entire submission. **Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.**

5. **Contract Duration:** For the term of the project in accordance with the project schedules.

6. **Obligation and Waivers:**

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

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

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

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

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

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

HCC 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.

7. **Vendor Registration:**

The Houston Community College Procurement Operations Department has developed an online vendor application. This is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database.

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is <https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

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

**A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A
CONDITION OF CONTRACT AWARD**

INSTRUCTIONS TO PROPOSERS

1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing HCC with Construction Services/ Building Modifications in accordance with the Scope of Services contained in this solicitation (Attachment No. 3).

2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and five (5) copies of the technical proposal and the price proposal to the address shown below by the date and time specified in this solicitation. One (1) electronic copy to be included as part of your proposal; either CD or flash drive in non-editable PDF format and include the entire submission. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Schedule of Items and Prices
Attachment No. 4	Determination of Good Faith Effort Form
Attachment No. 5	Small Business Unavailability Certificate
Attachment No. 6	Contractor & Subcontractor/Supplier Participation Form
Attachment No. 7	Small Business Development Questionnaire
Attachment No. 8	Proposer Certifications
Attachment No. 9	Conflict of Interest Questionnaire
Attachment No. 10	Financial Interests / Potential Conflicts of Interests
Attachment No. 11	Proposer Questionnaire

Note: Attachments 1, 8, and 10 must be signed and notarized.

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFCSP 13-36
Attn: Kerry Doucette

Late proposals properly identified will be returned to Bidder unopened. Late proposals will not be considered under any circumstances.

Telephone proposals are not acceptable in response to the RFCSP.

Facsimile ("FAX") or electronic (email) proposals are not acceptable in response to this RFCSP.

Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal/Contract Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.

3. **Eligibility for Award**

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - Have a satisfactory record of past performance;
 - Have necessary personnel and management capability to perform any resulting contract;
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College; signing and submitting the proposal is so certifying to such non-delinquency; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in the above Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 13 (Prohibited Communications), below.

4. **Preparation of Proposal**

- a. **Technical Proposal:**
Proposer shall prepare and submit as part of their response to this RFCSP a Technical Proposal in accordance with the requirements set forth in Attachment 11, Proposers Questionnaire, Section 11.3.
- b. **Price Proposal:**
Proposer shall prepare and submit as part of their response to this RFCSP a Price Proposal. (Refer to Attachment No. 2, Schedule of Items and Prices).

5. **Evaluation Criteria**

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

<u>Factor</u>	<u>Percentage Weight</u>
• Experience in Performing General Construction Projects:	25
• Project Understanding & Methodology:	25
• Firm's Financial Status & Bonding:	10
• Price Proposal:	40
• Small Business Commitment:	Acceptable/Unacceptable

Total Points:	100

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 Section 3, above (Eligibility for Award) of this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint which the proposer can submit to HCC.

Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

7. **Postponement of Proposals Due Date/Time**

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCC's discretion.

8. **Oral Presentations**

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to HCC. The presentation must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

9. **Small Business Development Program (SBDP)**

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

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

- c. For this solicitation, HCC has established twenty-five **percent (25 %)** of the total amount of the proposal as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - 1. To the extent consistent with industry practices, divide the contract work into reasonable lots;
 - 2. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars; and
 - 3. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. Small Business Compliance

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

11. Prime Contractor/Contracts for Services

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

12. Internship Program

a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

13. Prohibited Communications and Political Contributions

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

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

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no Vendor Shall communicate in any way concerning any pending solicitation involving that Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

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

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

Except as provided for in requirement 16 below, Inquiry and Explanation To Proposer, respondents are not to interact with System staff, or Board Members regarding the RFQ until the Contractor has been selected and approved by the Board.

Any attempt by a respondent to contact System staff or Board Members, other than as addressed in #16 below, regarding this solicitation may result in rejection of said response.

14. **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 vendors or contractors while on HCC's premises is strictly prohibited.

15. **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.

16. **Inquiry and Explanation to Proposers**

Interested firms may make written inquiries only concerning the Request for Sealed Competitive Proposal to obtain clarification of the requirements. Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing via e-mail to Kerry Doucette, Procurement Supervisor, at kerry.doucette@hccs.edu, **no later than 1:00 p.m. (local time) on May 13, 2013**, for a response to reach prospective proposers before the submission of their proposals. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at www.hccs.edu.

17. **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.

18. **Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intent to terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31st.

19. **Conflict of Interest**

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 9, Conflict of Interest Questionnaire Form, and Attachment No. 10, Disclosures – Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: Attachment No. 9 and Attachment No. 10 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 Attachment No. 10 shall render your proposal non-responsive.

20. **Ethics Conduct**

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

21. **No Third Party Rights**

This Contract is made for the sole benefit of the HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

22. **Indemnification**

Contractor 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 Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor 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.

23. **Delegation**

HCC Board of Trustees must approve all contracts valued at over \$50,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$50,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2267 of the Texas Government Code for the purchase of construction services. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking.

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

**PROJECT TITLE: FELIX FRAGA BUILDING - 3RD FLOOR BUILD OUT
PROJECT NO.: RFCSP 13-36**

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFCSP-Summary, Item 7: Vendor Registration Instructions)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

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

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

Title: _____
(Type or Print)

State of _____

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

this the _____ day of _____, 2013.

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)

Project No. _____

Effective Date: _____

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

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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2013.

Signed By: _____

Title: COO/Deputy Chancellor

**ATTACHMENT NO. 2
SCHEDULE OF ITEMS AND PRICES
FOR
PROJECT NAME: FELIX FRAGA BUILDING - 3RD FLOOR BUILD OUT
PROJECT NO. RFCSP 13-36**

ITEM	DESCRIPTION OF WORK/ITEMS	Proposed Price
001	COST OF WORK	\$
002	OVERHEAD AND PROFIT	\$
003	SIGNAGE ALLOWANCE	\$ 30,000.00
004	OWNER TEST AND BALANCE (TAB)	\$ 20,000.00
005	OWNER CONTINGENCY	\$ 125,000.00

Total Proposed Price (Items 001-005): \$ _____

Note: Total proposed price must equal the total line item cost for items 001-005 above.

Proposer's Maximum Project Duration in Calendar Days: _____

**ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
PROJECT NAME: FELIX FRAGA BUILDING - 3RD FLOOR BUILD OUT
PROJECT NO. RFCSP 13-36**

Scope

This Scope of Service covers the construction of the Felix Fraga Building – 3rd Floor Build Out A 23,000 square feet area as outlined in the plans and the specifications.

The contractor shall furnish all labor, material, tools, equipment, transportation, bonds, permits, all applicable taxes, incidentals, and other facilities to perform all work for the said renovation/build-out for the following areas:

Work shall include:

- **Build out of 6,500 Square feet area for nine (9) classrooms/computer labs;**
- **Build out of 2,400 Square feet area for two (2) science labs and one (1) prep room;**
- **A 2,100 square feet area for lecture hall to accommodate up to 150 attendees;**
- **A 900 square feet ERC library; and**
- **The remaining square feet to consist of corridors and storage areas.**

This estimated project cost is \$1,000,000 to \$1,500,000.

**ATTACHMENT NO. 4
DETERMINATION OF GOOD FAITH EFFORT
PROJECT NO. RFCSP 13-36**

Proposer _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 6 and No. 7)

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

Section 2.

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

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

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

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

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

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

Section 3.

SELF PERFORMANCE JUSTIFICATION

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 5
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. RFCSP 13-36**

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

 (Name of proposer's company)

certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on this project.

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

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

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

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

Signature: _____

**ATTACHMENT NO. 6
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM
HCC Project # RFCSP 13-36**

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

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

Business Name: _____ Submitted By (Name): _____

Address: _____

Telephone/Fax: _____ Date: _____

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

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**ATTACHMENT NO. 7
PROJECT NO. RFCSP 13-36
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

Note: Vendors are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope with your proposal.

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

<u>ETHNICITY</u>	<u>GENDER</u>	<u>LOCATION</u>
____ African American (AA)	____ Male	____ Houston (H)
____ Asian Pacific American (APA)	____ Female	____ Texas (T)
____ Caucasian (C)		____ Out of State (O)
____ Hispanic American (HA)		Specify State _____
____ Native American (NA)		____ Public Owned (PO)
____ Other (O) Specify _____		

BUSINESS CLASSIFICATION

____ DBE Disadvantaged Business Enterprise	____ SB Small Business
____ WBE Women Owned Business Enterprise	____ MBE Minority Business Enterprise
____ HUB Historically Underutilized Business	____ Other: _____

Please provide information regarding certifying agency (if any)

Name of Agency	Certificate Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT NO. 8
PROPOSER CERTIFICATIONS
PROJECT NO. RFCSP 13-36**

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. 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 = _____ percent (%)

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 Respondent may be subject to the loss of the contract or the termination thereof

3. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications provision set forth in the RFSCP. 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 or her designee or when a determination is made that the contract will 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, disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

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.

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 2013.

Notary Public for the State of: _____

EXHIBIT 2 - TO ATTACHMENT NO. 8
PROHIBITED CONTRACTS/PURCHASES
PROJECT NO. RFCSP 13-36

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

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

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

Definitions:

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

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

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

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

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

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

**ATTACHMENT NO. 10
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
PROJECT NO. RFCSP 13-36**

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 1 through 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 completed, signed and received by HCC as part of your proposal submittal.** Completed forms must be **NOTARIZED.**

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

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 of 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: RESPONDENT MUST COMPLETE THE ABOVE "DISCLOSURE OF FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

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

State of _____

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

this the _____ day of _____, 2013.

Notary Public for the State of: _____

**ATTACHMENT NO. 11
PROPOSER'S QUESTIONNAIRE
PROJECT NO. RFCSP 13-36**

Proposers are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

11.1 COMPANY PROFILE

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

Federal Employers Identification No.: _____

CONTACT PERSON'S NAME AND PHONE NO. (Type or Print):

_____ Tel # _____

Do you or any officer, partner, owner, sales representative and/or spouse work for Houston Community College? _____ Yes _____ No

If yes, please specify: _____

State in which your home office / headquarters is located? _____

If headquarters is located out of state, does that state have preferential treatment on Proposals?

If yes, list percentage. _____%

Name of Financial Institution _____ Tel: _____

Contact Person _____ Title _____

Please indicate how you became aware of this procurement? Source: _____

Example: Newspapers (Chronicle, La Informacion, Voice of Asia, African American News, etc.)
Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)

11.2 Customer References:

11.2.1 Your response must include a listing of at least three (3) customers for which you have provided Build-Out Services of the type and kind required by this RFCSP. Your customer reference list shall include the company name; contact person including telephone #; scope of services, annual sales volume (\$), and the period of time for which work was performed.

11.2.2 Provide a reference list of all customers for whom you have performed work during the past three (3) years. The List to include company name, contact person, telephone #, and email address (if known).

11.3 **Technical Proposal:**

Please provide a Technical Proposal that clearly reflects your understanding of the requirements and Scope of Services set forth in Attachment 3; defines the products and services meeting these requirements. Your Technical Proposal shall include, at a minimum the following:

- A. **Cover Letter:** The cover letter shall not exceed 2 pages in length, summarizing key points in the proposal.
- B. **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and professional staff composition.
- C. **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this project; include organizational chart. If personnel substitutions are contemplated on a contingency basis, they should also be identified.
- D. **Small Business Participation:** This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.
- E. **Safety Program:** Your response shall include policies and procedures that the firm has in place to ensure employee safety, compliance with OSHA regulation standards, firm's code of safety practices and safety policy statement outlining the goals of the program. Firm shall identify the safety program coordinator and the methods by which your firm will utilize to communicate the importance of safety to the employees. Firm must provide procedure for accident investigation and reporting policies with instructional materials used when conducting accident investigations.
- F. **Student Intern Participation:** The section shall include a clear statement of the firm's commitment and plan to utilize HCC Student in an internship capacity.
- G. **Response to Questions:** Proposal shall provide a complete response to each of the below questions in the order they are presented.
- H. **Questions:**
 - 1. Provide a detailed narrative demonstrating your understanding of the work and tasks in providing Build-out/Renovation Services, as described in the Scope of Services, Attachment 3, and your ability to perform.
 - 2. Provide an implementation plan and project schedule that details your approach from beginning to end. Also include your plan regarding project duration.
 - 3. Describe how you internally evaluate or assess your performance on a contract or project.

3. Provide a detailed summary of all HCC responsibilities, and any other resources you require from HCC.
4. Provide a detailed summary of how you choose your sub-contractors.
5. Describe any potential conflicts or litigations that you are currently involved in.
6. Describe your past and current press relations.
7. What challenges do you anticipate in performing work for HCC and how do you plan to manage these challenges?
8. What are the advantages of HCC selecting your company?

**ATTACHMENT NO. 12
SPECIFICATIONS and DRAWINGS
PROJECT NO. RFCSP 13-36**

Please copy the link below and paste in your browser to access the drawings and the project manual for this project.

Felix Fraga project: <https://app.e-builder.net/public/PublicFolderView.aspx?FolderID={92a2d989-b754-42cd-86f6-64dd4b3c110d}>

Drawings Availability

Drawings & specifications may be viewed at following locations:

Associated General Contractors
8450 Westpark, Suite 100
Houston, TX 77063
(713) 780-0236

Dodge FW McGraw Hill Information Services
10606 Hempstead Rd.
Houston, TX 77092
(713) 316-9411

Virtual Builders Exchange/ABC
3910 Kirby, Suite #131
Houston, TX 77098
(832) 613-0201

Drawings & specifications may be purchased at the following location:

A&E The Graphics Complex
4235 Richmond Avenue
Houston, TX 77027
Telephone:
(713) 579-1234



Procurement
Operations

Sample Contract Documents

By and Between

Houston Community College

And

INSERT CONTRACTOR NAME HERE

For

Construction Services: INSERT PROJECT TITLE

Project No. INSERT PROJECT NO.

CONTRACT BETWEEN HOUSTON COMMUNITY COLLEGE
And

HCC Project No. _____

This Contract ("Contract") is made by and between Houston Community College ("HCC," "Owner"), a public community college district organized under Chapter 130 of the Texas Education Code, and _____, hereinafter known as (the "Consultant"), whose address is _____ (individually, "Party" and collectively, "Parties"), effective as of _____ ("Effective Date").

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled _____(Project No. _____). These drawings and specifications prepared for Houston Community College by _____, acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplemental Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as Exhibit 1 (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

UNIFORM GENERAL and SUPPLEMENTARY GENERAL CONDITIONS	Exhibit 1
SECTION 010000 MISCELLANEOUS REQUIREMENTS	Exhibit 2
CONTRACT FORMS AND GENERAL REQUIREMENTS	Exhibit 3
DRAWING LIST	Exhibit 4
ADDENDUM No.1	Exhibit 5
ADDENDUM No. 2	Exhibit 6
ALLOWANCES	Exhibit 7
GENERAL CONDITIONS,REQUIREMENTS, INSURANCES, TAXES & BOND LINE ITEMS	Exhibit 8
INSURANCE REQUIREMENTS	Exhibit 9
PAYMENT AND PERFORMANCE BONDS, DOCUMENTS BF & BG	Exhibit 10
OWNER'S SPECIFICATIONS	Exhibit 11
ASSURANCE OF SBDP GOAL	Exhibit 12
POLICY ON UTILIZATION OF SMALL BUSINESS (SB) PROGRAM	Exhibit 13
CONTRACTOR/SUBCONTRACTOR PARTICIPATION FORM	Attachment A
SUBCONTRACTOR PAYMENT CERTIFICATION FORM	Attachment B
SUBCONTRACTOR PROGRESS ASSESSMENT FORM:	Attachment C
SMALL BUSINESS DEVELOPMENT PROGRAM	Attachment D
PAYROLL FOR CONTRACTOR'S OPTIONAL USE (U.S.) DEPT OF LABOR)	Exhibit 14

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within

_____ (____) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 3. THE CONTRACT SUM: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of _____ (\$ _____), and make payment on account as hereinafter provided.

ARTICLE 4. HUB SUBCONTRACTING PLAN: The Owner has adopted **Document DG, Assurance of SBDP Goal** ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the Small Business ("SB") Subcontracting Plan submitted with Contractor's Proposal and attached as **Exhibit 10, Exhibit 11, and Exhibit 12**. No changes to the SB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of five hundred dollars (\$500.00) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK: The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non-Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos);

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no

asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 7. ACCEPTANCE OF BID OR AWARD OF CONTRACT: By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

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

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

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

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located, Houston, Texas, Harris County, shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall

impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand HCC's Ethics Policy, http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/Ethics%20Policy.pdf, available at and the HCC Vendor Conflict Interest Questionnaire, http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/Conflict%20of%20Interest%20Questionnaire.pdf and is in compliance with said policies and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause HCC employees to violate HCC's Ethic's Policy, provisions described by HCC Standards of Conduct Guide, , or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement. By signature hereon, Contractor certifies that no member of the Board of Trustees of Houston Community College, or Executive Officers, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

ATTEST:

By: _____

Title

Date: _____

Contractor

Insert Contractor's Name

By: _____
(Original Signature)

CONTENT APPROVED:
Office of Facilities Planning and Construction
Houston Community College

HOUSTON COMMUNITY COLLEGE
(Owner)

By: _____
(Original Signature)

By: _____
(Original Signature)

Name: Winston Dahse
Title: Chief Administration Officer
Facilities Planning and Construction

Name: Renee Byas
Title: Acting Chancellor

Date: _____

CONTENT APPROVED:
Office of General Counsel
Houston Community College

By: _____
(Original Signature)

Name: Destinee Waiter
Title: Acting General Counsel

