

HOUSTON COMMUNITY COLLEGE

INVITATION FOR BIDS

Date: August 22, 2012

Project Title: Distribution Services Agreement for Food and Related Products

Project No.: IFB 12-44

.....
ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Wanda Pleasant
Title: Buyer
Telephone: (713) 718-5319
Fax: (713) 718-2113
Email: wanda.pleasant@hccs.edu

.....
NOTICE TO BIDDERS

1. Project Overview:

Houston Community College ("HCC") is seeking bids from qualified firms to supply and deliver (f.o.b. destination) Cleaning Supplies and Chemicals, Meats, Dry Goods, Nuts, Paper, Frozen and Refrigerated Goods, Fish, Poultry, Cheese, Butter, Milk, Beverages, Eggs and Snacks on an "as needed" basis as described in Attachment No. 2, and in accordance with the terms, conditions and requirements set forth in this Invitation For Bids. All deliveries will be made to the HCC Neo Market & Bakery, located at 3100 Main Street (1st floor), Houston, TX 77002.

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

2. Pre-Bid Meeting: _____Mandatory _____**X** **Not mandatory** _____ Not Applicable

A pre-bid meeting will be held in the Procurement Operations department, 3100 Main Street (2nd Floor, Conference Seminar Room A) Houston, Texas 77002 on **Friday, September 7, 2012 at 10:00 AM (local time)**.

3. Bid Due Date/Time:

HCC will accept sealed bids in original form to provide the required supplies until **3:00 PM (local time) on Tuesday, September 18, 2012**. Bids will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. **Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.**

4. Contract Term:

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be two (2) years with three (3) one-year renewal options. 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.

5. HCC Contact:

Any questions or concerns regarding this Invitation For Bid shall be directed to the above named HCC individual.

HCC specifically requests that Bidders restrict all contact and questions regarding this IFB to the above named individual. The above named individual must receive all questions or concerns no later than **Monday, September 10, 2012 at 3:00 PM (local time)**.

6. Inquiries and Interpretations:

Responses to inquiries which directly affect an interpretation or change to this IFB will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the IFB will be notified of the

addendum; and all addenda will be posted on the HCC Website. www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the IFB, and the Bidder shall be required to consider and acknowledge receipt of such in their bid. Firms receiving this bid other than directly from HCC are responsible for notifying HCC that they are in receipt of a bid package and are to provide a name and address to utilize in the event an amendment is issued.

Only those HCC replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. Bidder must acknowledge receipt of all addenda in Attachment No. 3 of this IFB (Bid/Contract Award Form). It is HCC's intent to respond to all appropriate questions and concerns; however, HCC reserves the right to decline to respond to any questions.

7. Commitment:

Bidder understands and agrees that this IFB and any resulting Agreement is issued predicated on anticipated requirements for Distribution Services for Food and Related Products and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value (\$) of Distribution Services for Food and Related Products to be furnished under any resulting Agreement. Further Bidder recognizes and understands that any cost borne by the Bidder which arises from Bidder's performance under any resulting agreement shall be at the sole risk and responsibility of Bidder.

8. Acquisition from Other Sources:

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

7. Obligation and Waivers:

THIS IFB IS A SOLICITATION FOR BID AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

THIS INVITATION FOR BID DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION AND SUBMITTAL OF A BID.

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

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

BY SUBMITTING A BID, BIDDER 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 BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; 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.

A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITON OF CONTRACT AWARD. To register go to:

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

Balance of page intentionally left blank

9. Attachments:

The Following Attachments are hereby incorporated and made a part of this Invitation For Bid:

- Attachment No. 1, Instructions to Bidders
- Attachment No. 2, Scope of Services
- Attachment No. 3, Bid/Contract Award Form
- Attachment No. 4, Bidder Questionnaire
- Attachment No. 5, Determination of Good Faith Effort Form
- Attachment No. 6, Small Business Unavailability Certificate
- Attachment No. 7, Contractor & Subcontractor Participation Form
- Attachment No. 8, Small Business Development Questionnaire
- Attachment No. 9, Bidder's Certifications
- Attachment No. 10, Conflict of Interest Questionnaire (Form CIQ)
- Attachment No. 11, Financial Interests and Potential Conflicts of Interests

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.

Balance of page intentionally left blank

**ATTACHMENT No. 1
INSTRUCTIONS TO BIDDERS**

1. General Instructions:

- a. Bidders should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Bids and any other information submitted by Bidders in response to this Invitation For Bid shall become the property of HCC.
- c. HCC will not provide compensation to Bidders for any expenses incurred by the Bidder(s) for bid preparation or for any demonstrations that may be made, unless otherwise expressly stated. Bidders submit bids at their own risk and expense.
- d. Bids which are qualified with conditional clauses, or alterations, or items not called for in the IFB documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each bid should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this IFB. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCC's needs.
- f. HCC makes no guarantee that an award will be made as a result of this IFB, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this IFB or resulting Agreement when deemed to be in HCC's best interest. Representations made within the bid will be binding on responding firms. HCC will not be bound to act by any previous communication or bid submitted by the firms other than this IFB.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Bid/Contract Award Form (ref. Attachment No. 3). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Invitation for Bid may result in the rejection of your bid.

2. Preparation and Submittal Instructions:

- a. Respondents must complete, sign and return the following documents, as required:
 - Bid /Contract Award Form (Attachment No. 3)
 - Bidder Questionnaire (Attachment No. 4)
 - Determination of Good Faith Effort Form (Attachment No. 5.)
 - Small Business Unavailability Certificate (Attachment No. 6)
 - Contractor & Subcontractor Participation Form (Attachment No. 7)
 - Small Business Development Questionnaire (Attachment No. 8)
 - Bidder's Certifications (Attachment No. 9)
 - Conflict of Interest Questionnaire (Form CIQ) (Attachment No. 10)
 - Financial Interests and Potential Conflicts of Interests (Attachment No. 11)
- b. Bid must be signed by Bidder's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your bid to disqualification.
- c. Responses to this IFB must include a response to the bid requirements set forth in Section 4, below.

d. Page Size, Binders, Dividers and Electronic Copy

Bids must be typed on letter-size (8-1/2" x 11") paper. HCC requests that bids be submitted in a binder. Preprinted material should be referenced in the bid and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic Copy of the bid (compact disc or flash drive) must be provided in an Adobe Acrobat (.pdf) format.

e. Table of Contents

Include with the bid a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the bid as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

f. Pagination

All pages of the bid should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

g. Number of Copies

Submit one (1) original and four (4) copies of your Bid including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Bid documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format.

h. Submission

One (1) original and all required copies of the Bid, must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Invitation For Bid, Section 3 and delivered to:

**Houston Community College
Procurement Operations Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 12-44
Attn: Wanda Pleasant**

h.1 The envelope containing a bid shall be addressed as follows:

**Name, Address and Telephone Number of Bidder;
Project Description/Title;
Project Number; and
Bid Due Date/Time.**

h.2 Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.

h.3 Telephone bids are not acceptable when in response to the Invitation For Bid.

h.4 Facsimile ("FAX") or electronic (email) bids are not acceptable when in response to this Invitation For Bid.

3. Eligibility for Award:

- a. In order for a Bidder to be eligible to be awarded the contract, the bid must be responsive to the solicitation and HCC must be able to determine that the Bidder is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive bids 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. Bids, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible Bidders, 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 System; signing and submitting the bid is so certifying to such non-delinquency;
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Bidder(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) above and as necessary to perform the requirements of the solicitation and be determined a responsible Bidder. Failure to provide any requested additional information may result in the Bidder being declared non-responsive and the bid being rejected.
- e. A person or bidder is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the Bidder or prime contractor if the person or bidder assisted in the development of this solicitation or any part of this solicitation or if the person or bidder participated in a project related to this solicitation when such participation would give the person or bidder special knowledge that would give that person or bidder or a prime contractor an unfair advantage over other bidders.
- f. A person or Bidder shall not be eligible to be considered for this solicitation if the person or Bidder engaged in or attempted to engage in prohibited communications as described in the below Section 11, Prohibited Communications
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a bidder from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this IFB.

4. Preparation of Bid:

a. Technical Proposal:

Bidder shall submit Technical Proposal responding to all Questions set forth in the Bidder Questionnaire, Section 3.0 attached hereto as Attachment No. 4.

b. Price Proposal:

Bidder shall submit a Price Proposal respondent to all requirements set forth in the Bidder Questionnaire, Section 4.0 attached hereto as Attachment No. 4.

5. Evaluation Criteria:

An Evaluation Committee (“Committee”) will review all bids to determine which Bidders 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 Bidder(s) evaluated by the Committee **may** be invited to make an oral presentation of their written bid to the Committee and/or the HCC Board of Trustees. Bids will be evaluated using the following criteria:

<u>Evaluation Criteria</u>	<u>Available Points</u>
• Qualifications and Experience of Personnel	5
• Reputation including past performance at HCC	10
• Quality of services and the extent they meet HCC needs	20
• Price Proposal	65
• Qualifications and Experience of Firm	acceptable/unacceptable
• Small Business Commitment	acceptable/unacceptable

Total Points: 100

6. Contract Award:

Award of a contract, if awarded, will be made to the Bidder who (a) submits a responsive bid; (b) is a responsible Bidder; and (c) offers the best value to HCC, price and other factors considered. A responsive bid and a responsible Bidder are those that meet the requirements of and are as described in the above Section 3 (Eligibility For Award) of this solicitation. HCC may award a contract, based on initial bids received, without discussion of such bids. Accordingly, each initial bid should be submitted on the most favorable terms from a price and technical standpoint, which the Bidder 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 bid documents submitted and consider the bid for award.

“HCC reserves the right to award an Agreement for all or any portion of the requirements proposed by reason of this request, award multiple Agreements, or to reject any and all proposals if deemed to be in the best interests of HCC and to re-solicit for bids.”

All or none bids are not acceptable. Award of contract may be based on category or by separate item(s).

7. Postponement of Bids Due Date/Time:

Notwithstanding the date/time for receipt of bids established in this solicitation, the date and time established herein for receiving bids 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 Bidder should be prepared to make a presentation to HCC. The presentations must show that the Bidder clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

9. 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.

10. 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.

11. Prohibited Communications:

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, Bidder, 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 the day the contract documents are signed by all parties. 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-bid 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.

12. 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.

13. 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 bid shall include any costs for taxes to be assessed against HCC.

14. 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 Bidder considers any information submitted in response to this request for bid to be confidential under law or constitute trade secrets or other protected information, the Bidder must identify such materials in the bid 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 Bidder releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

15. Appropriated Funds:

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC

reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31st.

16. Conflict of Interest:

If a firm, Bidder, 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 bid 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/Bidder submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 10, Conflict of Interest Questionnaire (Form CIQ), and Attachment No. 11, Financial Interest and Potential Conflict of Interests** with the bid 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. 10 and Attachment No. 11 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. 11 shall render your bid non-responsive.

17. 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.

18. No Third Party Rights:

Any contract resulting from this solicitation is made for the sole benefit of the HCC and the selected contractor and their respective successors and permitted assigns. Nothing in the resulting contract shall create or be deemed to create a relationship between the Parties to the contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

19. Withdrawal or Modification:

No bid 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 bid may be withdrawn and resubmitted any time prior to the time set for receipt of bids. No bid may be withdrawn after the submittal deadline without approval by HCC which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

20. Validity Period:

Bids are to be valid for HCC's acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Bids, if accepted, shall remain valid for the life of the Agreement.

22. Terms and Conditions:

The HCC General Terms and Conditions of Contracts dated October 20, 2011 shall govern any Purchase Order/Contract issued as a result of this solicitation (IFB). A copy is available and posted on the HCC website at www.hccs.edu

Bidders may offer for HCC's consideration alternate provisions to the Sample Agreement. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. Bidder's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

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

Balance of page intentionally left blank

ATTACHMENT NO. 2

SCOPE OF SERVICES

1. **General**

This Scope of Service covers the requirements for the Contractor to provide all necessary resources and transportation to supply and deliver (f.o.b. destination) Cleaning Supplies and Chemicals, Meats, Dry Goods, Nuts, Paper, Frozen and Refrigerated Goods, Fish, Poultry, Cheese, Butter, Milk, Beverages, Eggs and Snacks on an "as needed" basis to Houston Community College System's Neo Market and Bakery, located at 3100 Main Street, Houston, Texas 77002.

2. **Ordering**

Houston Community College will issue written or verbal orders to purchase beverages, food, dairy, paper, or other products listed in the Price Proposal. Items/products ordered shall be delivered the next business day unless the Neo Food Operations Manager or Designee approves extended delivery. There may arise the need for an expedited delivery. The Contractor shall make a best effort attempt to accommodate such infrequent requests.

3. **Delivery of Products**

Delivery must be made between 7:00 a.m. - 10:00 a.m. Monday through Friday, or other times as approved by the Neo Food Operations Manager. Business hours are Monday through Friday, 7:00 a.m., to 4:00 p.m. All deliveries shall be made to the following address:

Houston Community College System
Neo Café' and Bakery
Attn: Charlet Fairs, Cora Lewis, Dominick Capone and Christy Sykes
3100 Main Street, 1st Floor
Houston, Texas 77002

4. **Delivery Schedule**

Delivery frequency may vary by category from daily to weekly. The Contractor shall also make any weekday emergency deliveries as requested by the Neo Food Operations Manager. If the Contractor is unable to accommodate the emergency needs for a contract item or items, HCC reserves the right to utilize an alternate vendor on a case-by-case basis and such action shall not be in violation of this contract. A delivery schedule shall be developed by the Contractor and shall be mutually agreed upon by both parties.

5. **Quality of Products**

All products which are not fresh, clean, wholesome, or otherwise deemed unacceptable by the Neo Food Operations Manager, will be refused on delivery or shall be picked up within two (2) days after notice by the Contractor and credit given or replacement made to the satisfaction of the Neo Food Operations Manager. In the event that the Contractor is unable to provide an acceptable replacement product within an hour, or a longer time deemed satisfactory by the Neo Food Operations Manager, HCC reserves the right to use an alternate vendor for that product, and all future products of this nature, until the Contractor can supply products that are acceptable to the Neo Food Operations Manager.

If at any time the quality and freshness of products are not complied with, and/or for any other sufficient cause, HCC may terminate this Contract for default, by giving thirty (30) calendar days written notice thereof to the Contractor.

6. **Acceptance of Products/Deliveries**

All deliveries of products shall be accepted by one of the following persons: Charlet Fairs/Neo Food Operations Manager, Cora Lewis, Dominick Capone and Christy Sykes/Instructor.

7. **Credit for Outdated Dairy Products**

The Contractor shall issue a reasonable price credit (100%) to HCC for all dairy products that have reached the expiration date of the product. Dairy products should have a shelf life of at least 10 days after delivery to HCC.

8. **Contact Person(s)**

The Contractor shall provide the name and telephone number of a primary contact person, for ordering purposes, and shall inform the Neo Food Operations Manager or his designee of any change in the named contact person.

ATTACHMENT No. 3

**HOUSTON COMMUNITY COLLEGE
INVITATION FOR BIDS
BID/CONTRACT AWARD FORM**

PROJECT TITLE: Distribution Services Agreement for Food and Related Products
PROJECT NO.: IFB 12-44

Name of Bidder/Contractor: _____

Federal Employer Identification Number _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

In compliance with the requirements of this Invitation For Bids to supply and deliver (f.o.b. destination) Cleaning Supplies and Chemicals, Meats, Dry Goods, Nuts, Paper, Frozen and Refrigerated Goods, Fish, Poultry, Cheese, Butter, Milk, Beverages, Eggs and Snacks on an "as needed" basis, the undersigned hereby proposes to furnish all necessary resources required to provide and deliver the items/products 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 inclusive of the requirements of any and all amendments hereto issued by HCC. 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 bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid 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 _____, 2012.

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

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



Purchase Order No. Various (for payment purposes only)

Project No. 12-44

Effective Date: _____



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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2012.

Signed By: _____

Title: _____

ATTACHMENT NO. 4
BIDDER QUESTIONNAIRE

HCC Project No. : IFB 12-44

1.0 Company Profile:

1.1 Provide details as to the following:

- Firm or Entity Name
- Years in Business
- Form of Business under which Bidder operates (i.e., corporation, partnership, sole proprietor)
- Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your bid
- Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

1.2 **COMPANY MAJORITY OWNERSHIP** (Check one in each column)

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

BUSINESS CLASSIFICATION

<input type="checkbox"/> DBE Disadvantaged Business Enterprise	<input type="checkbox"/> SB Small Business
<input type="checkbox"/> WBE Women Owned Business Enterprise	<input type="checkbox"/> MBE Minority Business Enterprise
<input type="checkbox"/> HUB Historically Underutilized Business	<input type="checkbox"/> Other: <input type="text"/>

Please provide information regarding certifying agency (if any)

Name of Agency	Certificate Number	Expiration Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2.0 Customer References:

2.1 Your response must include a listing of at least three (3) customers for which you have delivered and supplied the items/products of the type and kind required by this IFB. Your customer reference list shall include the company name; contact person including telephone #, product categories, and the period of time for which work was performed.

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).

3.0 Technical Proposal:

Your Technical Proposal should clearly define (i) your Company's total capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in Attachment No. 2, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

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

3.2 Qualifications and Experience:

- a. Describe your company's specific knowledge, experience and expertise in supplying and delivering the items/products described in this IFB. Specifically your response should address the following:
 - Your inventory capabilities.
 - Describe the process your company use in delivering products to customers in a timely manner.
 - How does your company validate orders for accuracy?
 - How does your company validate the invoice prices match the contract prices?
 - How does your company credit for return items? (Please include dairy products specifically if your company will bid on this item).
 - What system does your company have in place for back orders and substitutions?
 - What is the process and turn-around time for telephone expedited orders?
 - Does your company have a pre-approved list of substitutions?
 - What is your company on time delivery percentage?
- b. Provide a staffing plan including resumes for all proposed "key" staff members who will be assigned to this account, and define their roles and responsibilities in supporting the HCC account.
- c. Identify the staff/personnel resources outside of your firm you typically engage to assist in performing the work contemplated under this IFB and the role they play in performing the services

3.3 Project Plan: Provide a detailed Project Plan identifying key tasks and milestones commencing contract award to set up the HCC account and start date of deliverables. Your response should clearly define both your and HCC's responsibilities and resources required during the engagement.

3.4 Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.

3.5 Miscellaneous:

- (a) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.
- (b) Please describe any special benefits or advantages in selecting your company

4.0 Price Proposal:

Bidder quotes the following prices for the initial contract term: (See attached Exhibit 1) Please note several categories (Cleaning Supplies/Chemical Supplies, Meats, Dry Goods, Nuts, Paper, Frozen and Refrigerated, Fish, Poultry, Cheese, Butter, Milk, Beverages, Eggs and Snacks) of tabs at the bottom of Exhibit 1.

If there is a category that your company will not bid on, please respond with a "NO BID" at the top of that category.

All or none bids are not acceptable. Award of contract may be based on category or by separate item(s).

Balance of page intentionally left blank

ATTACHMENT NO. 5

DETERMINATION OF GOOD FAITH EFFORT

HCC Project No. :12-46

Proposer _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

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

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

Section 2.

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

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

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

_____ (3) Whether the Proposer 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. 6
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

HCC Project No: 12-44

(Name)

_____, of
(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. 8
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

HCC Project No.: 12-44

Note: Proposers are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope marked: *"Small Business Development Questionnaire"*

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>
<input type="checkbox"/> African American (AA)	<input type="checkbox"/> Male	<input type="checkbox"/> Houston (H)
<input type="checkbox"/> Asian Pacific American (APA)	<input type="checkbox"/> Female	<input type="checkbox"/> Texas (T)
<input type="checkbox"/> Caucasian (C)		<input type="checkbox"/> Out of State (O)
<input type="checkbox"/> Hispanic American (HA)		Specify State _____
<input type="checkbox"/> Native American (NA)		<input type="checkbox"/> Public Owned (PO)
<input type="checkbox"/> Other (O) Specify _____		

BUSINESS CLASSIFICATION

<input type="checkbox"/> DBE Disadvantaged Business Enterprise	<input type="checkbox"/> SB Small Business
<input type="checkbox"/> WBE Women Owned Business Enterprise	<input type="checkbox"/> MBE Minority Business Enterprise
<input type="checkbox"/> HUB Historically Underutilized Business	<input type="checkbox"/> Other: _____

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 9
BIDDER CERTIFICATIONS

PROJECT NO. 12-44

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 = Best Effort

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 RFQ. The undersigned further understands that the Respondent 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 the day the contract documents are signed by all parties. 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 Respondent, violation of the Blackout Period may result in the cancellation of the referenced transaction, disbarment, disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

4. CERTIFICATION AND DISCLOSURE STATEMENT:

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

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

5. PROHIBITED POLITICAL CONTRIBUTIONS:

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, 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 _____, 2012.

Notary Public for the State of: _____

EXHIBIT 2 - TO ATTACHMENT NO. 9
PROHIBITED CONTRACTS/PURCHASES

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
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 the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin: 10px 0;"> _____ Name of Officer </div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> _____ Signature of person doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div>		

Adopted 06/29/2007

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

**ATTACHMENT NO. 11
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

HCC Project No.:12-44

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, and received by HCC as part of your proposal. 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 exceeding 10%	(_____)
Ownership interest exceeding \$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 to or married to individual has ownership or real property interest in Vendor	(_____)
No individuals have any of the above financial interests (If none go to Section 4)	(_____)
sole proprietorship ___ stock ___ partnership ___	
other (explain): _____	

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

This disclosure is submitted on behalf of:

(Name of Vendor)

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

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

State of _____

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

this the _____ day of _____, 2012.

Notary Public for the State of: _____

"NOTE: BIDDER MUST COMPLETE THE ABOVE "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 Systemwide Compliance at (713)718-2099

