

HOUSTON COMMUNITY COLLEGE SYSTEM

**INVITATION FOR BID
(REAL PROPERTY BID PACKAGE)**

SALE OF APPROXIMATELY 33.07 ACRES OF LAND

IFB NO.: 16-24

ISSUED BY:

Procurement Operations Department

FOR:

Facilities Department

PROCUREMENT OFFICER:

Arturo Lopez, Sr. Buyer

Telephone: (713) 718-7463

E-mail: Arturo.Lopez@HCCS.edu

Fax: (713) 718-2113

**BIDS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN:**

January 5, 2016 by 2:00 p.m. (local time)

at

Houston Community College

Procurement Operations Department

3100 Main Street, 11th Floor

Houston, Texas 77002

Ref: IFB 16-24 –Sale of approximately 33.07 acres of land

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

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NOTE: All noted Attachments are to be completed, signed and submitted with Bid.

SOLICITATION SCHEDULE

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

Solicitation Milestone	Date & Time
IFB released and posted to HCC’s & ESBD’s websites	December 7, 2015
Pre-Bid Meeting	Not Applicable
Deadline to receive written question/inquiries	December 15, 2015 by 2:00 pm
Responses to written questions/inquiries (estimated)	December 17, 2015
Bid Submittal Due Date	January 5, 2016 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	January 2016

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

Section 1 – Bid Overview

1. Property Overview

The Houston Community College System ("HCCS" or "College") is interested in soliciting bids for the sale of a tract of undeveloped land containing approximately 33.07 acres out of the Restricted Reserve "A", of the plat of H.C.C.S. Campus Sienna Plantation, Section 1, as recorded under Plat No. 20070119 of the Fort Bend County Plat Records, as more particularly described by metes and bounds on the attached Exhibit A ("Property"). The Property is physically located on Sienna Springs Boulevard near the intersection of Sienna Springs Way in Fort Bend County, Texas.

2. Restrictions on Property and Sale

The Property is subject to a preferential right to purchase the Property in favor of Sienna/Johnson North, L.P. ("Original Seller") and a use restriction, both of which are further described in this IFB. The Property also is subject to other encumbrances as described in instruments recorded in the Official Records of Fort Bend County, Texas. The College has obtained a title commitment for the Property with a GF No. 15000330315 issued on July 9, 2015 and underwritten by Stewart Title Guaranty Company ("Title Commitment") and a survey of the Property conducted by

McKim & Creed, dated in February 10, 2015 ("Survey"). The College will provide a copy of the Title Commitment and Survey to any prospective buyers upon request. If a bidder is awarded a contract for the purchase of the Property under this IFB, bidder, at its sole expense, may purchase a title policy under the Title Commitment. Any objections to the title exceptions stated in the Title Commitment shall be noted in the bidder's submission.

The Property will be conveyed by the College subject to all matters filed of record in the real property records of Fort Bend County, Texas except for any that may be cured by the prospective buyer prior to closing.

3. Right of First Opportunity Agreement

The sale of the Property is subject to a Right of First Opportunity Agreement ("ROFO Agreement") recorded under Clerk's File No. 2002123368 and under Clerk's File No. 2004029723 of the Official Records of Fort Bend County, Texas. This ROFO Agreement grants to the Original Seller an option to purchase the Property upon the terms and conditions set forth in the ROFO Agreements. The Original Seller has been given notice of the College's intent to sell as required under the Right of First Opportunity Agreements. If the Original Seller elects to exercise its option, the Property must be conveyed to the Original Seller and all bids for the Property under this IFB will be rejected. In the event that the Original Seller does not exercise its option within thirty (30) days of receipt of the offer notice from HCCS, HCCS may (but is not obligated to) sell the Property pursuant to a bid in response to this IFB. Accordingly, all bids received by HCCS in response to this IFB are subject to the Original Seller's right to purchase the Property.

4. Use Restrictions

The deed by which HCCS acquired the Property contains a restriction limiting the use of the Property for community college purposes. If the Original Seller elects not to exercise its option to purchase the Property under the ROFO Agreement, HCCS will cooperate with any prospective buyer to obtain a release of the restriction from the Original Seller to facilitate a sale of the Property pursuant to this IFB.

5. "As Is Sale" Disclaimer of Warranties

THE PROPERTY WILL BE SOLD IN AS-IS, WHERE-IS CONDITION AND HCCS MAKES NO AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES ABOUT THE PROPERTY.

The contract and deed will contain an "as is" clause and disclaimer of all warranties except for the limited warranty of title. The information contained in this IFB and any document from HCCS or any third party provided as a part of this IFB is based upon data supplied by sources deemed reliable but is subject to errors and omissions and is not in any way warranted by HCCS or any employee or agent of HCCS.

6. Inspection Period Under Contract

The selected bidder, if any, ("Buyer") who is awarded the purchase and sale agreement in substantially the same form as attached to this IFB as Attachment 2 ("Contract") will be provided with a thirty (30) day due diligence period, commencing on the date the Contract is countersigned by SJCCD and escrowed with the Title Company ("Inspection Period"). During the Inspection Period, the Buyer may conduct its inspection and due diligence on the Property at the Buyer's sole cost and expense. If the Buyer discovers an environmental or title problem or otherwise discovers an encumbrance or condition of the Property that renders the Property unusable for the Buyer's purpose, the Buyer may terminate the Contract during this Inspection Period and except for the independent consideration fee of one thousand dollars (\$ 1,000.00), which fee is for the right of termination of the Contract as further described in the Contract ("Independent Consideration"), and subject to the terms of the Contract, receive a refund of his/her/its earnest money deposit.

7. IFB Not an Offer; Contract Approval Required

THIS IFB CONSTITUTES A REQUEST FOR BIDS ONLY, WHICH MAY OR MAY NOT RESULT IN A SALE OR CONTRACT TO SELL, AND DOES NOT SERVE AS A LEGAL OFFER UNDER CONTRACT LAW. THE SUBMISSION OF A BID TO THE COLLEGE CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT THE HOUSTON COMMUNITY COLLEGE SYSTEM MAY OR MAY NOT ACCEPT AND THE BID MAY CREATE LEGAL OBLIGATIONS ON THE BIDDER. A BIDDER IS ADVISED TO HAVE AN ATTORNEY REVIEW THIS IFB AND THE CONTRACT TO ADVISE THE BIDDER AS TO THE EFFECTS THEREOF.

This IFB does not obligate HCCS to award a contract or pay any costs incurred by a prospective buyer or bidder in the preparation and submittal of a bid. If a bid is accepted, the resulting Contract, if any, is subject to approval by the HCCS Board of Trustees. HCCS reserves the right to amend any terms of a resulting Contract, if any, (other than the bidder and the purchase price). Subsequent to Board approval, the only person authorized to commit HCCS contractually is the Chancellor or his designee.

8. Waiver

BY SUBMITTING A BID OR OFFER, BIDDER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, INVITATION TO BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID OR OFFER; (4) WAIVER BY THE HOUSTON COMMUNITY COLLEGE SYSTEM OF ANY NON-MATERIAL BID DEFECT OR TECHNICALITIES IN THE BID PACKAGE OR ANY BID OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED BIDS OR OFFERS; (6) WAIVER BY HOUSTON COMMUNITY COLLEGE SYSTEM OF ANY IRREGULARITY OR IRREGULARITIES IN THE BIDDING PROCESS; AND/OR (7) THE AWARD OF OR FAILURE TO AWARD A CONTRACT, IF ANY.

9. Right of Withdrawal of IFB

THE HOUSTON COMMUNITY COLLEGE SYSTEM RESERVES THE RIGHT TO WITHDRAW THIS IFB AND THE PROPERTY FROM SALE AT ANY TIME AND FOR ANY REASON.

HCCS reserves the right to issue such clarifications, modifications, and / or amendments to this IFB as deemed appropriate.

10. Amendments to the IFB; Questions regarding the IFB

If and when any part of this IFB must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or the outcome, the HCCS Procurement Operations Department will issue an amendment addressing the nature of the change. These changes will be numbered.

It is the sole responsibility of the bidder to routinely check the HCCS website and verify issuance of amendments and/or responses to questions or interpretations of the IFB and to ensure receipt thereof. Bidder shall acknowledge receipt of any amendment in the bidder's submission.

In the event that a bidder has a question regarding this solicitation or process following the initial release, but before the receipt deadline, the bidder MUST submit the question in writing to the Procurement Officer listed on the cover page. HCC specifically requests that proposer restrict all contact and questions regarding this IFB to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB documents must be requested, in writing, by the deadline set forth in the Solicitation Schedule and MUST include the company name, name of questioner, and email address. Any HCCS response will be in writing and in the form of an amendment of the IFB or an information letter. The question and HCCS's response will be posted to the HCCS Procurement website. Verbal requests for information will not be honored.

11. 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 bid, requests for proposal, requests for qualifications, or other solicitation are prohibited:

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

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no bidder shall communicate in any way concerning any pending Solicitation involving the bidder, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.

[5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

[6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

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

12. Texas Public Information Act

During the course of the selection process, the bids submitted by prospective buyers are excepted from disclosure to the public under the Texas Public Information Act. However, upon the award of a contract, if any, or the rejection of the bids, the bids and all information submitted to the College will become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. If a bidder believes that any information that it intends to include in its bid would contain commercial or other information that is privileged or confidential by statute or that the bidder believes may cause substantial competitive harm to the bidder's business if disclosed by the College to a third-party even after the award, the bidder should mark that in its bid and the bidder may be entitled to protect this information at the time the request is made for disclosure. However, HCCS cannot guarantee that any such information is protected from disclosure and the bidder would need to consult with its legal counsel to assure that this kind of information would be protected from disclosure. Wholesale marking of the entire bid as "Confidential" or "Proprietary" will not be effective.

13. Bid Instruction

Respondents should exercise particular care in reviewing the requirements set forth in this IFB. The following information is provided to explain the sale process and requirements to submit an eligible bid for the Property. A bid shall be prepared on forms furnished by HCCS and shall be manually signed by an authorized official of the company or individual submitting the bid, which person shall have the authority to bind the person or company.

The **bid response package** consists of and each bidder shall complete and submit with the bid the applicable forms contained in this IFB as enumerated below:

1. Bid Response Form (Attachment 1)
2. Purchase and Sale Agreement ("Contract") (Attachment 2) with the following sections completed by the offeror:
 - a. In the first paragraph, official legal name of the buyer and type of entity and state or organization;
 - b. Section 3.1 – the Purchase Price;
 - c. Section 3.2 – the amount of earnest money, which is the greater of ten percent (10%) of the Purchase Price bid or Three Hundred Thousand and No/100 Dollars (\$300,000.00)("Minimum Earnest Money"); and
 - d. On the signature page of the Contract – sign and add the date the Contract is signed by the bidder.

3. The earnest money check. The bidder must attach to the bid offer the earnest money in the amount set forth in item 2.c. above and the Independent Consideration in the amount of \$1,000.00, both in good funds and made payable to HCCS and be able to close on the date contained in the Contract (unless otherwise agreed by HCCS), and otherwise be able to perform under the Contract.
4. Conflict of Interest Questionnaire (See Attachment 3) completed and signed
5. Felony Conviction Notice (See Attachment 4) completed and signed
6. Non-Collusion Affidavit (See Attachment 5) completed and signed

The bidder must have adequate financial resources to purchase the Property at closing (as defined in the Contract) if the bidder is awarded the Contract or the ability to obtain such resources as required during the performance of the Contract. The College will not consider financing the purchase of the Property and will accept only cash or other good funds at Closing.

The bidder must attach the Minimum Earnest Money in good funds to the bid offer and be able to close on the date contained in the Contract (unless otherwise agreed by the College), and otherwise be able to perform under the Contract for purchase of the Property.

Bidders shall return one (1) completed original sealed bid package, including one (1) electronic copy of the original sealed bid package for the purchase of the Property, submitted on the required forms as enumerated below and delivered to the Procurement Officer at the location noted on the cover page.

Bids submitted via e-mail or facsimile (fax) will not be accepted by HCCS.

Bids received after the Bid Deadline or received at the College in a location other than the location noted on the cover page will not be considered for award and shall be returned unopened to the bidder. The time/date stamp clock used by the College for submitted responses shall be the official time of receipt of the submittal.

Bidders are responsible for making certain submittals are delivered to the location noted on the cover page by the solicitation submittal deadline. If a bid package is misplaced due to an insufficient address, HCCS will bear no responsibility for the loss and will not accept the item after the Bid Deadline if it is found.

14. Selection Process and Bid Award

To be eligible to be considered, a submission or response by a bidder must comply with the requirements of this IFB in all materials respects. Bids that do not conform to bid requirements may be disqualified from consideration.

All bids will be reviewed to determine conformity with the bid requirements. Conforming bids will be evaluated and the final bid selection will be subject to approval by the College's Board of Trustees. No final determination of the winning bid will be made until a thorough review of all bids is conducted and completed.

15. Best and Final Offer

HCCS reserves the right to request bidders to submit a best and final offer or to request bidders to respond to a request for clarifications following the evaluation of initial offers. Either process may occur and will be at the sole discretion of the College. The highest and best bid for the

Property that meets the requirements set by the College will be selected. The highest and best bid will be the offer resulting in the highest net proceeds or economic value to the College. As long as the offered purchase price is at market value or higher, the College reserves the right to consider other factors in determining best offer.

16. Non-Discrimination

HCCS is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

17. Rejection of Bids

HCCS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

18. Notification of Selection

HCCS will notify all bidders via electronic mail or U.S. Mail within ten (10) business days of the bid opening as to the status of their bid and whether the College will request the bidder to submit a best and final offer.

19. General Conditions

Any change to the Contract proposed by a bidder must be noted on the Bid Response Form. HCCS may accept or reject any proposed change. Additionally, no substantive changes will be accepted to the Contract unless such changes that may be requested by the bidder are included in the bidder's submission, received by HCCS on or before the Bid Deadline, agreed upon by HCCS, and ultimately reduced to writing and signed by both the College and the bidder. Notwithstanding the foregoing, after acceptance of the bid and execution of the Contract by HCCS, the parties may agree to any non-substantive changes to the Contract as long as such changes would not affect the material terms of the Contract or reflect any unfair advantage to one bidder over another. No oral statements or verbal acknowledgement of the award to a particular bidder shall create a contractual obligation on the part of the College. Any contract between the College and a successful bidder must be in writing and signed by both the College and the selected bidder.

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Metes and Bounds Description
33.07 Acres (1,440,463 Square Feet)
Moses Shipman League, Abstract No. 86
Fort Bend County, Texas

Description of an 33.07 acre (1,440,463 square feet) tract of land which is out of Reserve "A" of the plat of H.C.C.S. Campus Sienna Plantation Section 1 as recorded at Plat No.20070119 of the Fort Bend County Plat Records (F.B.C.P.R.) and also being out of a called 30.000 acre tract described in a deed to Houston Community College System as recorded under File No.2002123367 of the Fort Bend County Official Records (F.B.C.O.R.) and out of a called 19.325 acre tract described in a deed to Houston Community College System as recorded under File No. 2004029720 of said F.B.C.O.R., in the Moses Shipman League, Abstract No. 86, in Fort Bend County, Texas, said 33.07 acre tract being more particularly described as follows (with bearings referenced to the northerly line of said Reserve "A", called as North 86° 52' 50" East):

BEGINNING at a 5/8-inch iron rod with "LJA" cap found on the northerly right-of-way line of Sienna Springs Boulevard (100 feet wide) as recorded at Plat No.20040028 of said F.B.C.P.R., said point marks the southernmost southeasterly corner of said Reserve "A" and the southwesterly corner of a called 4.500 acre tract described in a deed to Fort Bend County as recorded under File No. 2006070443 of said F.B.C.O.R., and being on the arc of a non-tangent curve to the left;

THENCE, in a westerly direction along said northerly right-of-way line and along the southerly line of said Reserve "A" as follows:

northwesterly, 533.39 feet along the arc of said curve to the left (central angle = 24° 26' 56"; radius = 1,250.00 feet; chord bearing and distance = North 84° 26' 16" West, 529.35 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of compound curvature;

southwesterly, 240.23 feet along the arc of said curve to the left (central angle = 05° 23' 52"; radius = 2,550.00 feet; chord bearing and distance = South 80° 38' 20" West, 240.14 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 77° 56' 24" West, a distance of 256.28 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the beginning of a tangent curve to the left;

southwesterly, 339.96 feet, along the arc of said curve to the left (central angle = 07° 38' 19"; radius = 2,550.00 feet; chord bearing and distance = South 74° 07' 15" West, 339.71 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 70° 18' 05" West, a distance of 113.99 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the beginning of a tangent curve to the right;

southwesterly, 474.58 feet along the arc of said curve to the right (central angle = 12° 38' 50"; radius = 2,150.00 feet; chord bearing and distance = South 76° 37' 30" West, 473.62 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 82° 56' 55" West, a distance of 94.50 feet to a point for the southwesterly corner of said Reserve "A" and said 19.325 acre tract, and the southeasterly corner of the plat of Sienna Village of Anderson Springs Section Three-A as recorded at Plat No. 20040030 of said F.B.C.P.R., from which a found 5/8-inch iron rod bears South 70° 13' East, 0.30 foot;

THENCE, North 15° 03'48" East, departing said northerly right-of-way line, along the westerly line of said Reserve "A" and said 19.325 acre tract, a distance of 762.04 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the westernmost northwesterly corner of said Reserve "A" and said 19.325 acre tract and the southwesterly corner of the plat of Sienna Plantation M.U.D. No. 1 Water Plant No. 2 as recorded at Plat No. 20050060 of said F.B.C.P.R.;

THENCE, North 72° 39' 50" East, along the southerly line of said Water Plant No. 2 and a northerly line of said Reserve "A", a distance of 455.94 feet to a 5/8-inch iron rod found for the southeasterly corner of said Water Plant No. 2:

THENCE, North 03° 07' 10" West, along the easterly line of said Water Plant No. 2 and a westerly line of said Reserve "A", a distance of 243.37 feet to a 5/8-inch iron rod with "LJA" cap found for the northeasterly corner of said Water Plant No. 2 and the northernmost northwesterly corner of said Reserve "A";

THENCE, North 86° 52' 50" East, along the northerly line of said Reserve "A", a distance of 1,164.65 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northernmost northeasterly corner of this herein described tract;

THENCE, South 03° 07' 10" East, along an easterly line of this tract, a distance of 455.05 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an angle point;

THENCE, South 08° 23' 30" East, continuing along said easterly line, a distance of 244.99 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an interior corner;

THENCE, North 81° 36' 30" East, along a northerly line of this tract, a distance of 78.25 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for corner;

THENCE, North 08° 46' 23" West, a distance of 19.25 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an interior corner;

THENCE, North 81° 36' 30" East, continuing along a northerly line of this tract, a distance of 164.50 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for corner in the westerly line of said 4.500 acre tract and an easterly line of said Reserve "A";

THENCE, South 17° 47' 12" West, along the westerly line of said 4.500 acre and an easterly line of said Reserve "A", a distance of 254.12 feet to the POINT OF BEGINNING and containing a computed area of 33.07 acres (1,440,463 square feet)of land.

This description is accompanied by a separate survey drawing dated February 10, 2015.

Compiled By:
McKim & Creed, Inc.
9960 West Sam Houston Parkway South, Suite 200
Houston, Texas 77099
Phone: 71 3-659-0021
TBPLS Firm Registration No. 101776-00
Date: February 10, 2015
Job No.: 06555-0013
ROBERT W. TERRY

ATTACHMENT 1
BID RESPONSE FORM
HCC PROJECT NO. IFB 16-24

Bid response for a tract of undeveloped land containing approximately 33.07 acres out of the Restricted Reserve "A", of the plat of H.C.C.S. Campus Sienna Plantation, Section 1, as recorded under Plat No. 20070119 of the Fort Bend County Plat Records, as more particularly described by metes and bounds on Exhibit A of the Invitation for Bid ("Property"). The Property is physically located on Sienna Springs Boulevard near the intersection of Sienna Springs Way in Fort Bend County, Texas.

Please type or print in the blanks below all applicable information. If the information is not applicable, please indicate by placing N/A in the blank. Additional sheets may be added as necessary to provide complete information. Please be sure to fill out this form completely.

1. Bidder information

The bidder must be a person or legal entity in existence on the date of Bidder qualification. The following information must be provided.

Name of bidder:

Identity of principals/ authorized persons:

Mailing and email address for bidder and each principal/ authorized person:

Bidder: Street: _____
 P.O. Box: _____
 City, State, Zip: _____
 Phone: () _____
 Fax: () _____
 Email: _____

Principal/ Auth. person:

Street or P.O. Box: _____
City, State, Zip: _____
Phone: () _____
Fax: () _____
Email: _____

Contact person for bidder: _____

Title: _____
Street or P.O. Box: _____
City, State, Zip: _____
Phone: () _____
Fax: () _____
Email: _____

2. Bid price for the Property: _____

document. I further represent that I am not relying upon any representation, warranty, statement, or other assertion of the Houston Community College System, or any agent, consultant, representative, or employee of HCCS. Further, I represent that I am legally authorized to sign this bid on behalf of the bidder, and have the authority to sign any other documents relating to the purchase and sale of this Property and bind the bidder to the terms thereof. The foregoing representations and all material terms and conditions of this solicitation of bids shall survive award of the bid to the undersigned bidder and execution of the earnest money contract.

NAME OF BIDDER: _____

By: _____ Date: _____
(Signature)

Printed Name: _____

Title: _____

Sworn to and subscribed before me on this _____ day of _____, 2016,

by _____ of _____

_____.

(Notary)

(Commission expires)

ATTACHMENT 2
PURCHASE AND SALE AGREEMENT
HCC PROJECT NO. IFB 16-24

This Purchase and Sale Agreement (this “**Contract**”) is made and entered into by and between **HOUSTON COMMUNITY COLLEGE SYSTEM**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas (“**Seller**”) and _____, a _____ [individual or type of entity], (“**Buyer**”) dated effective as of the Effective Date (as defined below). Individually, the Seller and Buyer shall be referred to herein as “**Party**” and collectively as “**Parties**.”

ARTICLE I

DEFINED TERMS AND EXHIBITS

Definitions. As used herein, the following terms shall have the meanings respectively indicated:

“**Bid Package**” means Buyer's sealed bid offer package containing a Sealed Bid Offer Form and the Earnest Money for the Property.

“**Board of Trustees**” means the Board of Trustees of the Houston Community College System.

“**Business Day**” or “**Business Days**” mean any day that is (a) not Saturday or Sunday; (b) not a public holiday as defined by Chapter 662 of the Texas Local Government Code; (c) not a day designated as a non-work day by the Board of Education; and (d) both Buyer and Seller are open for business.

“**Closing**” means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract.

“**Closing Date**” as defined in Section 0 hereof.

“**Contract**” is defined the opening paragraph hereof.

“**Deed**” is defined in Section 0 hereof.

“**Earnest Money**” is defined in Section 0 hereof.

“**Effective Date**” means the date that a fully executed copy of this Contract is receipted by the Title Company.

“**Environmental Condition**” means the presence of any Hazardous Material (other than asbestos and lead based paint) that had not been previously disclosed to Buyer, that is either (i) required to be removed or remediated from the Property by applicable Environmental Law; or (ii) would materially adversely affect the use or value of the Property.

“Environmental Law” or “Environmental Laws” means any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments including the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; and the Safe Drinking Water Act.

“Hazardous Materials” means (a) petroleum or petroleum products, fractions, derivatives or additives, natural or synthetic gas, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas; (b) any substances defined as or included in the definition of “hazardous wastes”, “extremely hazardous substances”, “restricted hazardous wastes”, “toxic substances”, “toxic chemicals” or “toxic pollutants”, “contaminants” or “pollutants” or words of similar import under any Environmental Law; (c) radioactive materials, substances and waste and radiation; and, (d) any other substance to which exposure is regulated under any Environmental Law.

“Indemnitees” is defined in Section 0 hereof.

“Independent Consideration” is defined in Section 3.3 hereof.

“Inspection Period” means the period commencing with the Effective Date and ending at 5:00 p.m. of the day that is thirty (30) days thereafter in order to perform the due diligence and inspection described in Article V of the Contract.

“Law” means any law, statute, rule, regulation, ordinance or order of any governmental entity (whether federal, state, local or otherwise) having authority over the Property or this Contract, whether or not in effect as of the Effective Date.

“Offering Memorandum” means that certain Invitation for Bids prepared and issued by Seller requesting sealed bid offers for purchase of the Property.

“Permitted Exceptions” means all matters, encumbrances, reservations or exceptions to title to the Property, which are permitted pursuant to the terms of this Contract, including those that are acceptable to Buyer or are otherwise waived as objections by Buyer under Section 4.3 of the Contract.

“Property” means a tract of undeveloped land containing approximately 33.07 acres out of the Restricted Reserve “A”, of the plat of H.C.C.S. Campus Sienna Plantation, Section 1, as recorded under Plat No. 20070119 of the Fort Bend County Plat Records, as more particularly described by metes and bounds on the attached Exhibit A (“Land”) together with the right, title, and interest of Seller, if any, to any easements, tenements, hereditaments, privileges and appurtenances benefitting such Land.

“Purchase Price” is defined in Section 0 hereof.

“Survey” means that certain land title survey prepared by the Surveyor and dated February 10, 2015 under Job. No. 06555-0013.

“Surveyor” means Robert Terry, R.P.L.S. No. 4420, McKim & Creed, Inc., 9960 West Sam Houston Parkway, Suite 200, Houston, Texas 77099.

“Title Commitment” means the Commitment for Title Insurance issued by the Title Company and underwritten by Stewart Title Guaranty Company under GF No. 15000330315 issued on July 9, 2015, which may be updated prior to Closing.

“Title Company” means Stewart Title Company, located at 1980 Post Oak Boulevard, Suite 110, Houston, TX 77056 acting by and through its agent Deborah Maduzia, deborah.maduzia@stewart.com; office (713) 232-4380 and fax (713) 629-2255.

“Title Policy” means the Owner's Policy of Title Insurance issued by the Title Underwriter in accordance with the terms and provisions of Section 4.4 hereof.

Exhibits. The following Exhibits are attached hereto and incorporated herein for all purposes:

Exhibit “A” – Property Description

Exhibit “B” – Form of Deed

ARTICLE II

AGREEMENT OF PURCHASE AND SALE

General. Upon and subject to the terms and conditions of this Contract, Seller agrees to sell and convey to Buyer the Property and Buyer hereby agrees to buy and take the Property from Seller. The Property will be conveyed at Closing by Seller to Buyer in fee simple, except for Permitted Exceptions.

Disclaimer of Representations and Warranties by Seller. **IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE AND IS NOT NOW MAKING, AND SELLER SPECIFICALLY AND EXPRESSLY DISCLAIMS AND BUYER VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE WARRANTY DEED TO BE DELIVERED AT CLOSING); (II) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY AND ANY OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES AND ANY SEISMIC TESTING; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE AND DETENTION REQUIREMENTS; (VI) SOIL CONDITIONS, INCLUDING**

THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VII) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY AND THE COMPLIANCE WITH ANY ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT AND; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XI) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; (XIII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIV) THE INTEGRITY AND QUALITY OF ANY IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS, IF ANY, COMPLY WITH APPLICABLE LAW; (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO BUYER, INCLUDING, WITHOUT LIMITATION, THE DELIVERABLES AND THE OFFERING MEMORANDUM (AS DEFINED HEREIN); (XIX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S INFORMATION, SKILL, OR JUDGMENT OR ANY INFORMATION IN THE OFFERING MEMORANDUM TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XX) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO ANY ROLLBACK TAXES OR MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES.

SALE "AS IS". BUYER IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER, INCLUDING WITHOUT LIMITATION, THE OFFERING MEMORANDUM, OR STATEMENTS OF ANY OF SELLER'S AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE WILL HAVE BEEN MADE. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED BUYER AND OWNER OF REAL ESTATE AND REAL ESTATE USED FOR THE PURPOSE FOR WHICH BUYER

MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. BUYER HAS HAD THE OPPORTUNITY TO AND/OR WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR ADVISABLE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE INCOME POTENTIAL OF, AND THE DEGREE TO WHICH THE PROPERTY CONFORMS WITH ANY APPLICABLE LAWS, AND SHALL RELY AND HAS RELIED SOLELY UPON BUYER'S OWN INVESTIGATIONS. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM BUYER MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY.

Survival. THE TERMS AND CONDITIONS OF SECTIONS 2.2 AND 2.3 SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH ANY CLOSING DOCUMENTS AND SHALL BE SET FORTH IN THE WARRANTY DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE EXPRESSLY SET FORTH BY TERMS CONTAINED IN THIS CONTRACT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE DISCLAIMERS OF SELLER AND THE "AS IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE II ARE AN INTEGRAL PART OF THIS CONTRACT AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER WITHOUT SUCH PROVISIONS.

ARTICLE III

PURCHASE PRICE

The Purchase Price. The "**Purchase Price**" to be paid by Buyer to Seller for the Property shall be _____ and ___/100 Dollars (\$ _____) in good funds.

Earnest Money. Buyer has, in connection with Buyer's submittal of its Bid Package, deposited with Seller a cashier's check for the sum of _____ and ___/100 Dollars (\$ _____), which money was deposited for the purpose of constituting Buyer's earnest money deposit for this Contract (the "**Earnest Money**"). The Earnest Money shall be held by Seller and may be commingled with Seller's other funds and accounts and Seller shall not be required to maintain funds in a separate account or to bear interest of any kind. If the purchase and sale under the Contract is consummated in accordance with the terms and provisions hereof, the Earnest Money or amount of the Earnest Money shall be credited to Seller at Closing as partial payment of the Purchase Price due at the Closing. In the event that the Seller has signed this Contract and the transaction does not proceed to Closing, the Earnest Money shall be non-refundable in all circumstances except as expressly provided in Section 5.1(d), Section 7.1(e), and Section 12.1(b) of this Contract.

Independent Consideration. As independent consideration for Buyer's right to terminate the Contract during the Inspection Period under the conditions set forth in Section 5.1(d), Buyer shall pay Seller the amount of One Thousand and No/100 Dollars (\$1,000.00) ("**Independent Consideration**"). The Independent Consideration is in addition to and independent of all other consideration provided in this Contract, and is nonrefundable in all events.

ARTICLE IV

TITLE AND SURVEY

Title Commitment. Buyer acknowledges that prior to submitting a bid for purchase of the Property and its execution of this Contract, a copy of the Title Commitment was made available to the Buyer.

Survey. Seller has made available to Buyer, prior to Buyer's execution of this Contract, an electronic copy of the Survey and, by executing this Contract, Buyer hereby acknowledges receipt of or the opportunity to receive a copy of the Survey.

Review of the Title Commitment and Survey by Buyer; Cure by Seller. Buyer shall have fifteen (15) days from the Effective Date to review the Title Commitment and Survey and to deliver in writing such objections as Buyer may have to anything contained or set forth in the Survey or in the Title Commitment (collectively, the "**Title Objections**"). Any such items to which Buyer does not object within such fifteen (15) day period, shall be deemed to be Permitted Exceptions.

Title Policy. At Closing or shortly thereafter, Buyer, at its sole cost and expense, may obtain a title policy under the Title Commitment. In such case, the Title Policy shall be issued by the Title Company in the amount of the Purchase Price and shall insure good and indefeasible title to the Property in Buyer. The Title Policy shall be subject to the Permitted Exceptions.

ARTICLE V

BUYER'S DUE DILIGENCE

Inspection of the Property.

Right of Access and Entry. During the Inspection Period, subject to the requirements set forth herein, Seller hereby grants Buyer and its designated representatives the continual right to access and enter the Property at reasonable times and upon not less than 24-hour notice to Seller for the purpose of Buyer conducting non-invasive tests, studies, appraisals, or inspections deemed necessary by Buyer to evaluate the condition of the Property. Buyer and Buyer's contractors must comply with any and all reasonable entry rules or requirements that Seller may require and shall not interfere or disrupt any business operations or other activities of Seller. In the event that Buyer has been advised by its contractors or consultants that invasive testing, including taking soil, water, and any other samples or doing soil borings, is required, Buyer will notify the Seller in writing as to the necessity and extent of such testing and will provide documentation evidencing the need for invasive testing. Upon review of the information and documentation provided by Buyer, Seller will determine if such invasive testing may proceed.

Standards and Liability for Entry and Investigations. All tests and inspections shall be conducted in a good and workmanlike manner, by persons trained, licensed, and experienced in performing such inspections, and in conformity with all applicable governmental and industry standards. Buyer shall be solely responsible for all costs of and liability for all inspections and investigations performed by Buyer or Buyer's contractors on the Property. After completion of such inspection, if Buyer does not purchase the Property under the right to terminate in Section 5.1(d), Buyer shall restore the Property to substantially the same or better condition as before such inspection commenced.

Insurance. Prior to any entry upon the Property by Buyer or Buyer's agents, employees, consultants, contractors and representatives, Buyer shall deliver to Seller evidence that Buyer and Buyer's agents maintain in force commercial general liability insurance naming Seller as an additional insured with limits of at least One Million Dollars (\$1,000,000.00) for bodily or personal injury or death and property damage.

Notice of Termination During Inspection Period. In the event that Buyer determines that Seller is unable to use the Property due to its condition (including title under the right of title review in Section 4.3), Buyer may terminate the Contract so long as Buyer provides written notification to Seller (the "**Termination Notice**") on or before 5:00 p.m. of the last day of the Inspection Period ("**Termination Deadline**"). In the event that Buyer has provided the Termination Notice to Seller on or before the Termination Deadline, Buyer shall be entitled to a return of its Earnest Money less the Independent Consideration and neither Party shall have any further right, obligations or liabilities hereunder, other than those provisions hereof that expressly survive any such termination.

Results of Due Diligence. Buyer agrees to provide Seller with a copy of any inspection or test report created pursuant to Buyer's inspections or tests under this Q within three (3) days after its receipt thereof and prior to the issuance of any final version of such report so that Seller may have an opportunity to object to or dispute any information contained therein.

Release and Indemnity. **FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, BUYER AGREES TO AND HEREBY DOES (A) ON BEHALF OF ITSELF AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS (COLLECTIVELY "BUYER PARTIES"), INDEMNIFY, RELEASE, AND HOLD SELLER AND SELLER'S OFFICERS, MEMBERS OF THE BOARD OF TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL, LIABILITIES, DEBTS, DAMAGES,**

LOSSES, CLAIMS, CAUSES OF ACTION, SUITS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND CLAIMS RELATED TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE (INDIVIDUALLY AND COLLECTIVELY, "CLAIMS") INCURRED BY SELLER OR ANY OF THE INDEMNITEES AS A RESULT OF, ARISING OUT OF, OR RELATED TO BUYER'S OR ANY OF THE BUYER PARTIES ENTRY UPON THE PROPERTY OR EXERCISE OF ANY DUE DILIGENCE WITH RESPECT TO THE PROPERTY, WHETHER OR NOT OCCURRING PRIOR OR SUBSEQUENT TO THE EFFECTIVE DATE OF THIS CONTRACT.

The obligations of Buyer for restoration of the Property under Section 5.1 (b), for insurance in Section 5.1(c), the requirement of Buyer to provide Seller with copies of any and all reports under Section 5.2, and the release and indemnification set forth in Section 5.3 shall survive (i) the termination of this Contract by either Buyer or Seller; or (ii) the Closing and shall not be merged into the Deed or any other Closing document.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer's Representations and Warranties. Buyer represents, warrants, covenants and agrees with Seller that as of the Effective Date and as of the Closing Date, (a) Buyer has and shall have the resources necessary and the full right, power and authority to purchase the Property from Seller as provided in this Contract and to carry out its obligations hereunder; (b) all required action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder has been taken; and (c) the execution of this Contract and the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any instruments to which Buyer is a party or by which Buyer is bound. Buyer shall give Seller immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Buyer of any of its representations or warranties set forth in this Section 0. Notwithstanding anything herein to the contrary, the representations and warranties of Buyer hereunder shall survive the Closing and shall not be merged into the Deed or any other Closing document.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

As of the Effective Date, to Seller's knowledge, there is no litigation that has been filed and Seller has not received written notification that condemnation proceedings have been recorded that affect the Property.

To Seller's knowledge, as of the Closing Date, except as may be set forth in recorded instruments, no tenants or other third parties shall have any rights of possession of any portion of the Property;.

To Seller's knowledge, all bills and other payments due from Seller under written contracts with respect to Property will be paid or satisfied in full prior to or at Closing.

As of the Effective Date and as of the Closing Date, Seller has and will have obtained from the Board of Trustees the authority to perform under this Contract and to execute and deliver all of the Closing documents specified in Section 0 hereof.

To Seller's knowledge, it has not received any written notice of condemnation or intent to condemn any portion of the Property from any governmental authority. In the event Seller receives such written notice after the Effective Date, it shall provide Buyer a copy of the notice within five (5) days of receipt. Buyer shall have fifteen (15) days from the receipt thereof (which may extend the Closing Date if necessary) to determine the extent of the proposed condemnation and to determine if the proposed condemnation interferes with its intended use. In the event Buyer reasonably determines that the condemnation will interfere with its intended use of the Property, it may notify Seller of its election to terminate the Contract on or before the end of the fifteen (15) day period provided in this Section 7.1(e), in which event the Earnest Money shall be returned to Buyer and neither Buyer or Seller shall have any further right, obligations or liabilities hereunder, other than those provisions hereof that expressly survive any such termination.

Buyer acknowledges that with regard to the representations and warranties set forth above, Seller has made no special investigation of and has no duty to investigate the matters set forth therein. For purposes of the representations contained in Section 7.1, the term "Seller" shall mean Charles D. Smith, P.E., Chief Facilities Officer, Houston Community College System and the term "knowledge" means the actual (and not imputed or constructive) knowledge of Charles D. Smith without a duty to investigate or inquire. Seller shall give Buyer notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Seller of any of its representations or warranties set forth in this Section 0. Seller's warranties and representations shall survive for a period of two (2) months from the Closing Date and shall not be merged into the Deed or any other Closing document.

ARTICLE VIII

EXPRESS COVENANTS OF SELLER; "AS-IS" SALE

Covenants of Seller. Between the Effective Date and the Closing, Seller expressly covenants and agrees that:

Seller shall give Buyer written notice of the institution of or receipt of written notice of any litigation or threatened litigation affecting the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property.

Other than in Seller's ordinary course of business, Seller shall not impose upon the Property any new or additional encumbrances to title (except for any encumbrances created by a governmental entity) and shall discharge, or cause to be discharged, any claims of lien or liens imposed upon the Property following the Effective Date arising by, through or under Seller.

ARTICLE IX

CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

Conditions to Buyer Closing. Buyer shall not be obligated to perform under this Contract unless:

Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 0 hereof; and

Title Commitment. Seller shall have satisfied the Title Company's requirements of Seller contained in Schedule C of the Title Commitment or otherwise cause the Title Company to agree to waive such requirement(s); and

No Default. Seller is not in default hereunder.

ARTICLE X

CONDITION PRECEDENT TO SELLER'S PERFORMANCE

Conditions to Seller Closing. Seller shall not be obligated to perform under this Contract unless:

Payment of Purchase Price. Buyer shall have delivered the Purchase Price to the Title Company on or before the Closing Date in good funds;

Closing Documents. Buyer shall have provided to Seller at Closing each of the documents required pursuant to Section 0 hereof;

Buyer's Warranties, Representations and Covenants. Each of Buyer's warranties and representations set forth in Article VI hereof shall be true and correct as of the Effective Date and as of the Closing; and

No Default. Buyer has complied with the terms and conditions of this Contract, performed all of its obligations under this Contract, and is not in default hereunder.

ARTICLE XI

CLOSING

Date and Place of Closing. The Closing hereunder shall take place ten (10) Business Days from the end of the Inspection Period, in the offices of the Title Company, or at such other place or on such earlier date as Seller and Buyer may mutually agree upon (the "Closing Date").

Items to be Delivered at the Closing.

Seller. At the Closing, Seller shall deliver to the Buyer through the Title Company each of the following items:

A special warranty deed in the form attached hereto as Exhibit B executed and acknowledged by Seller (the "**Deed**");

a closing statement setting forth the Purchase Price and all closing credits and adjustments for both Parties that are expressly provided for in this Contract ("**Closing Statement**") executed by Seller;

A certificate executed by Seller in the form acceptable to the Title Company evidencing that Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under Section 1445 of the Internal Revenue Code (and the implementing regulations); and

Any and all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller's counsel may mutually and reasonably determine are necessary to the proper consummation of this transaction.

Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:

The total Purchase Price, after deducting therefrom the Earnest Money and any other credits to which Buyer may be entitled at Closing pursuant to the terms of this Contract;

A counterpart of the Deed signed by Buyer;

The Closing Statement executed by Buyer;

Documentation required by the Title Company reflecting the authorization of Buyer to close this transaction and execute all of the documents required in connection therewith; and

Any and all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller's counsel may mutually and reasonably determine are necessary to the proper consummation of this transaction.

Property Taxes. Seller represents to Buyer that it is exempt from ad valorem taxes. Any real estate (ad valorem) taxes that may be assessed on or against the Property for any period of time after the Closing Date shall be the responsibility of and paid for by Buyer. Seller shall have no responsibility for any of the ad valorem taxes related to the Property. The obligations of Buyer under this Section 11.3 shall survive the Closing and shall not be merged into the Deed or any other Closing document.

Possession. Possession of the Property shall be delivered to Buyer by Seller on the Closing Date.

Seller's Costs of Closing. Seller agrees to pay:

All charges for tax certificates;

Seller's attorney fees (outside of Closing);

the Survey (paid outside of Closing);

One-half (½) of any escrow fees charged by the Title Company (in an amount not to exceed \$250); and

Charges incurred by Seller for the procurement, preparation, and recording of any releases, waivers or other instruments required to clear any monetary liens that were created by the Seller and shown on Schedule C of the Title Commitment.

Buyer's Cost of Closing. Buyer agrees to pay:

The premium for issuance of the Title Policy described under Section 4.4, including any premium for any deletion, modification or endorsement;

Buyer's attorneys' fees;

One-half (½) of any escrow fees;

Recording fees for the Deed or other closing documents;

All fees related to any financing obtained by Buyer (including, but not limited to, any recording fees); and

The costs of any inspections or due diligence conducted by Buyer.

All other costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing in Harris County, Texas of the type of transaction contemplated by this Contract.

ARTICLE XII

DEFAULTS AND REMEDIES

Seller's Defaults; Buyer's Remedies.

Seller's Defaults. Subject to the terms of this Contract (including, but not limited to, Section 0 hereof) and provided Buyer is not in default hereunder, Seller shall be deemed to be in default of this Contract if (i) any representation or warranty of Seller under Section 0 hereof shall be false or incorrect in any material respect at the time such representation is made unless subsequently amended or corrected; (ii) Seller shall fail to perform any covenant required to be performed on its part under Section 0 hereof; or (iii) Seller shall fail to convey the Property pursuant to the terms of this Contract.

Buyer's Remedies. In the event of default of the Seller as set forth in Section 12.1(a), Buyer's sole and exclusive remedy in the event of a default or breach by Seller will be to terminate this Contract, whereupon Buyer shall be entitled to a refund of the Earnest Money. BUYER HEREBY WAIVES ANY RIGHT TO BRING A SUIT FOR DAMAGES OR TO PURSUE ANY OTHER RIGHT AVAILABLE AT LAW OR IN EQUITY.

Buyer's Defaults; Seller's Remedies.

Buyer's Default. Subject to Section 0, and provided Seller is not in default hereunder, Buyer shall be deemed to be in default of this Contract if (i) any representation or warranty of Buyer under Section

6.1 hereof shall be false or incorrect in any material respect at the time such representation is made unless subsequently amended or corrected; or (ii) fail to meet, comply with, or perform any covenant, agreement, obligation, or requirement on its part required under this Contract, including, but not limited to, payment of the Purchase Price or the failure to close on the Closing Date.

Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller may, in its sole and absolute discretion, either (i) terminate this Contract whereupon Seller shall be entitled to retain the Earnest Money as liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default; or (ii) enforce specific performance, or any other remedy available at law or equity. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Contract. Additionally, in the event Buyer shall be deemed to be in default under Section 5.1(b), Section 5.1(c), Section 5.2, and Section 5.3 or of any other provision of this Contract that is expressly provided to survive the Closing, Seller may pursue all remedies available to it at law or in equity in connection with such default by Buyer.

ARTICLE XIII

MISCELLANEOUS

References. All references to "Article", "Articles", "Section", or "Sections" contained herein are, unless specifically indicated otherwise, references to articles and sections/paragraphs of this Contract.

Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part of this Contract for all purposes.

Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

Number and Gender of Words. Whenever the singular number is used herein, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing and shall be sent by (a) prepaid postage, registered or certified mail, return receipt requested; (b) by nationally recognized overnight courier with receipt confirmation or tracking services; (c) by hand delivery; or (d) by facsimile or other electronic transmission (including electronic mail) and shall be deemed to be delivered (i) three (3) Business Days after being deposited in a domestic postal depository of the United States Postal if sent by prepaid postage as provided above; (ii) the next Business Day after deposit with a nationally recognized overnight courier (with receipt confirmation or tracking services) prior to such courier's overnight delivery deadline for the day of deposit (and the next Business Day after the day following the day of deposit if deposited after such courier's overnight delivery deadline for the day of deposit); (iii) the same day of being sent by facsimile or electronic mail; or (iv) when delivered with evidence of delivery, if sent by hand delivery. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

If to Seller: Houston Community College System
Attn: Charles D. Smith, Chief Facilities Officer
Charles D. Smith, P.E.
Chief Facilities Officer
Houston Community College System
3100 Main Street
Houston, Texas 77004
Telephone: 713-718-7564
Facsimile: 713-718-5976
Email: charles.smith6@hccs.edu

With a copy to: Mr. Ashley Smith
Acting General Counsel
Houston Community College System
3100 Main Street, Mail Code 1106
Houston, Texas 77002
Telephone: 713-718-5207
Facsimile: 713-718-7585
Email: edgar.smith2@hccs.edu

With copy to: Maureen Singleton
Thompson & Horton, LLP
Phoenix Tower, Suite 2000
3200 Southwest Freeway
Houston, Texas 77027
Facsimile: (713) 583-7909
Telephone: (713) 554-6750
Email: msingleton@thompsonhorton.com

If to Buyer:

Facsimile:
Telephone:
Email:

With a copy to:

Facsimile:
Telephone:
Email:

Either Party hereto may change its address for notice by giving three (3) Business Days prior written notice thereof to the other Party.

Governing Law; Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, and the laws of the State of Texas shall govern the validity,

construction, enforcement, and interpretation of this Contract, without regard to principles of conflicts of law. This Contract is performable in Houston, Harris County, Texas, and any claim, action or proceeding against a party arising out of or relating to this Contract or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any federal or state court located in Houston, Harris County, Texas, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such action or proceeding. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Contract or any transaction contemplated hereby except in, and each Party irrevocably agrees to the venue of, the federal or state courts located in Houston, Harris County, Texas.

Assignment of Contract. This Contract may not be assigned by Buyer without the prior written consent of Seller, and any assignment or transfer of Buyer's rights hereunder, without such consent, shall be null and void and shall constitute a default by Buyer hereunder. In the event that Seller consents to an assignment of this Contract by Buyer, (i) the Buyer and assignee must execute a written assignment and assumption agreement in a form acceptable to Seller (with Seller's acknowledgement of approval on the assignment and assumption agreement) pursuant to which the assignee assumes all of Buyer's obligations and liabilities under this Contract; (ii) a copy of the approved, fully executed assignment and assumption agreement is delivered to Seller and the Title Company prior to the Closing Date; and (iii) Buyer continues to remain primarily liable to Seller for all Buyer's obligations and liabilities under this Contract.

Entirety and Amendments. This Contract embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the Property, including, but not limited to, the Offering Memorandum and the Bid Package, and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future Laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically substituted as a part of this Contract, a provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Multiple Counterparts; Electronic Signatures. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart. Any signatures required under this Contract may be attached in electronic form and any such electronic signatures shall be deemed valid and enforceable. A copy of this Contract signed by the Parties and other documents required under this Contract may be transmitted by, and the Parties agree to receive the executed Contract and other documents, via electronic mail.

Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Seller to Buyer, Seller and Buyer agree to reasonably cooperate with each other to perform, execute and deliver or cause to be performed, executed and delivered at the Closing or thereafter any and all such further acts, deeds and assurances as may be necessary to consummate

the transactions contemplated hereby, but neither Party shall have any obligation to expend any funds in accomplishing same.

Time of the Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Contract. If the final day of any period of any date of performance under this Contract falls on a day other than a Business Day, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

Real Estate Brokerage; Disclosure. Seller hereby represents and warrants to Buyer that it has not employed any agents, brokers, finders or other parties in connection with this Contract. Buyer hereby represents and warrants to Seller that it has not employed any agents, brokers, finders or other parties in connection with this Contract. Buyer shall be responsible for any brokerage or other fees owed to any broker who contracts with Buyer. **BUYER AGREES TO AND HEREBY DOES INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL CLAIMS OF ANY AGENTS, BROKERS, FINDERS OR SUCH OTHER PARTIES CLAIMING BY, THROUGH OR UNDER BUYER, WHICH INDEMNITY SHALL EXPRESSLY SURVIVE CLOSING OR ANY TERMINATION OF THIS CONTRACT.**

Survival. Notwithstanding anything herein to the contrary, all covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the Deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer.

WAIVER OF CONSUMER RIGHTS. BY EXECUTING THIS CONTRACT, BUYER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, AND BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

[Signatures appear on the following page]

[Signature page for Purchase and Sale Agreement for a Parcel of Land containing approximately
33.07 Acres]

EXECUTED by the Parties below:

Seller:

HOUSTON COMMUNITY COLLEGE SYSTEM

By: _____

Name: _____

Dr. Cesar Maldonado
Chancellor

APPROVED AS TO FORM:

By: _____

BUYER:

[TO BE INSERTED]

By: _____

Date signed: _____

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Purchase and Sale Agreement on the ____ day of _____, 2016.

STEWART TITLE COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

Property Description

Metes and Bounds Description
33.07 Acres (1,440,463 Square Feet)
Moses Shipman League, Abstract No. 86
Fort Bend County, Texas

Description of an 33.07 acre (1,440,463 square feet) tract of land which is out of Reserve "A" of the plat of H.C.C.S. Campus Sienna Plantation Section 1 as recorded at Plat No.20070119 of the Fort Bend County Plat Records (F.B.C.P.R.) and also being out of a called 30.000 acre tract described in a deed to Houston Community College System as recorded under File No.2002123367 of the Fort Bend County Official Records (F.B.C.O.R.) and out of a called 19.325 acre tract described in a deed to Houston Community College System as recorded under File No. 2004029720 of said F.B.C.O.R., in the Moses Shipman League, Abstract No. 86, in Fort Bend County, Texas, said 33.07 acre tract being more particularly described as follows (with bearings referenced to the northerly line of said Reserve "A", called as North 86° 52' 50" East):

BEGINNING at a 5/8-inch iron rod with "LJA" cap found on the northerly right-of-way line of Sienna Springs Boulevard (100 feet wide) as recorded at Plat No.20040028 of said F.B.C.P.R., said point marks the southernmost southeasterly corner of said Reserve "A" and the southwesterly corner of a called 4.500 acre tract described in a deed to Fort Bend County as recorded under File No. 2006070443 of said F.B.C.O.R., and being on the arc of a non-tangent curve to the left;

THENCE, in a westerly direction along said northerly right-of-way line and along the southerly line of said Reserve "A" as follows:

northwesterly, 533.39 feet along the arc of said curve to the left (central angle = 24° 26' 56"; radius = 1,250.00 feet; chord bearing and distance = North 84° 26' 16" West, 529.35 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of compound curvature;

southwesterly, 240.23 feet along the arc of said curve to the left (central angle = 05° 23' 52"; radius = 2,550.00 feet; chord bearing and distance = South 80° 38' 20" West, 240.14 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 77° 56' 24" West, a distance of 256.28 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the beginning of a tangent curve to the left;

southwesterly, 339.96 feet, along the arc of said curve to the left (central angle = 07° 38' 19"; radius = 2,550.00 feet; chord bearing and distance = South 74° 07' 15" West, 339.71 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 70° 18' 05" West, a distance of 113.99 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the beginning of a tangent curve to the right;

southwesterly, 474.58 feet along the arc of said curve to the right (central angle = 12° 38' 50"; radius = 2,150.00 feet; chord bearing and distance = South 76° 37' 30" West, 473.62 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 82° 56' 55" West, a distance of 94.50 feet to a point for the southwesterly corner of said Reserve "A" and said 19.325 acre tract, and the southeasterly corner of the plat of Sienna Village of Anderson

Springs Section Three-A as recorded at Plat No. 20040030 of said F.B.C.P.R., from which a found 5/8-inch iron rod bears South 70° 13' East, 0.30 foot;

THENCE, North 15° 03'48" East, departing said northerly right-of-way line, along the westerly line of said Reserve "A" and said 19.325 acre tract, a distance of 762.04 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the westernmost northwesterly corner of said Reserve "A" and said 19.325 acre tract and the southwesterly corner of the plat of Sienna Plantation M.U.D. No. 1 Water Plant No. 2 as recorded at Plat No. 20050060 of said F.B.C.P.R.;

THENCE, North 72° 39' 50" East, along the southerly line of said Water Plant No. 2 and a northerly line of said Reserve "A", a distance of 455.94 feet to a 5/8-inch iron rod found for the southeasterly corner of said Water Plant No. 2:

THENCE, North 03° 07' 10" West, along the easterly line of said Water Plant No. 2 and a westerly line of said Reserve "A", a distance of 243.37 feet to a 5/8-inch iron rod with "LJA" cap found for the northeasterly corner of said Water Plant No. 2 and the northernmost northwesterly corner of said Reserve "A";

THENCE, North 86° 52' 50" East, along the northerly line of said Reserve "A", a distance of 1,164.65 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northernmost northeasterly corner of this herein described tract;

THENCE, South 03° 07' 10" East, along an easterly line of this tract, a distance of 455.05 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an angle point;

THENCE, South 08° 23' 30" East, continuing along said easterly line, a distance of 244.99 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an interior corner;

THENCE, North 81° 36' 30" East, along a northerly line of this tract, a distance of 78.25 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for corner;

THENCE, North 08° 46' 23" West, a distance of 19.25 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an interior corner;

THENCE, North 81° 36' 30" East, continuing along a northerly line of this tract, a distance of 164.50 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for corner in the westerly line of said 4.500 acre tract and an easterly line of said Reserve "A";

THENCE, South 17° 47' 12" West, along the westerly line of said 4.500 acre and an easterly line of said Reserve "A", a distance of 254.12 feet to the POINT OF BEGINNING and containing a computed area of 33.07 acres (1,440,463 square feet)of land.

This description is accompanied by a separate survey drawing dated February 10, 2015.

Compiled By:
McKim & Creed, Inc.
9960 West Sam Houston Parkway South, Suite 200
Houston, Texas 77099
Phone: 713-659-0021
TBPLS Firm Registration No. 101776-00
Date: February 10, 2015
Job No.: 06555-0013
ROBERT W. TERRY

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

That, **HOUSTON COMMUNITY COLLEGE SYSTEM**, a public community college established under Chapter 130 of the Texas Education Code, an institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas, ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, acting herein pursuant to the authorization of the Board of Trustees of Grantor granted at the regular board meeting held on _____, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto _____, ("**Grantee**") a tract of undeveloped land containing approximately 33.07 acres, as more particularly described on the attached Exhibit A (the "**Land**") and also, but without warranty, Grantor grants to Grantee Grantor's right, title, and interest, if any, to (i) any easements, tenements, hereditaments, privileges and appurtenances benefitting such Property (clause (i) of this paragraph being referred to herein as "**Appurtenances**"), such conveyance of Land and Appurtenances being subject to the exceptions restrictions, and Permitted Exceptions set forth herein. As used herein, the term "Property" shall mean the Land and Appurtenances.

Exceptions

This conveyance is made by Grantor and accepted by Grantee subject to (i) all matters identified on Exhibit B attached hereto and incorporated herein for all purposes; (ii) any encumbrances or other matters of record; (iii) ad valorem taxes on or relating to the Property, including, but not limited to, all such taxes for the year of 2015 and subsequent years, and for any "roll back" taxes arising from a change in usage or ownership of the Property from the date hereof; and (iii) the "**AS-IS**", "**WHERE IS**", **WITH ALL FAULTS and disclaimer set forth in this Deed** (all of the foregoing clauses (i) through (iii) being collectively referred to as the "**Permitted Exceptions**").

Disclaimer and "As Is" Conveyance

EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO THE PROPERTY AS EXPRESSLY SET FORTH IN THIS DEED, IT IS UNDERSTOOD AND AGREED THAT

GRANTOR HAS NOT MADE AND IS NOT NOW MAKING, AND GRANTOR SPECIFICALLY AND EXPRESSLY DISCLAIMS AND GRANTEE VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THE WARRANTY DEED TO BE DELIVERED AT CLOSING); (II) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY AND ANY OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES AND ANY SEISMIC TESTING; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE AND DETENTION REQUIREMENTS; (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VII) THE EXISTENCE OF VESTED LAND USE, ZONING, OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY AND THE COMPLIANCE WITH ANY ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT AND; (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (IX) USAGES OF ADJOINING PROPERTY; (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XI) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XII) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; (XIII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIV) THE INTEGRITY AND QUALITY OF ANY IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS, IF ANY, COMPLY WITH APPLICABLE LAW; (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE DELIVERABLES AND THE OFFERING MEMORANDUM (AS DEFINED HEREIN); (XIX)

THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (GRANTEE AFFIRMING THAT GRANTEE HAS NOT RELIED ON GRANTOR'S INFORMATION, SKILL, OR JUDGMENT OR ANY INFORMATION IN THE OFFERING MEMORANDUM TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XX) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO ANY ROLLBACK TAXES OR MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES..

GRANTEE IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY OF ITS AGENTS, INCLUDING, WITHOUT LIMITATION, THE OFFERING MEMORANDUM ISSUED BY GRANTOR FOR THE SALE OF THE PROPERTY, AND GRANTEE ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE HAS BEEN MADE. GRANTEE REPRESENTS AND WARRANTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED BUYER OF REAL ESTATE AND OF REAL ESTATE USED FOR THE PURPOSE FOR WHICH GRANTEE MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE HAS DEEMED NECESSARY OR ADVISABLE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE INCOME POTENTIAL OF, AND THE DEGREE TO WHICH THE PROPERTY CONFORMS WITH ANY APPLICABLE LAWS, AND HAS RELIED AND IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATIONS. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM GRANTEE MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED TO GRANTEE AND GRANTEE HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY.

GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE DISCLAIMERS OF GRANTOR AND THE "AS IS" NATURE OF THIS CONVEYANCE AND ANY FAULTS, LIABILITIES, DEFECTS OR

OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. GRANTEE HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS DEED AND THE CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND “AS IS” PROVISIONS ARE AN INTEGRAL PART OF THIS TRANSACTION AND THAT GRANTOR WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO GRANTEE FOR THE PURCHASE PRICE WITHOUT SUCH PROVISIONS.

TO HAVE AND TO HOLD the Land, subject to the Permitted Exceptions, and other matters set forth in and under this deed, Grantor does by these presents bind itself to WARRANT and FOREVER DEFEND, all and singular, the Land, with no warranty as to any Appurtenances, unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

[Signatures appear on the following page]

[Signature Page for Deed to 33.07 acres]

EXECUTED to be effective for all purposes as of the ____ day of _____, 2016.

Grantor:

HOUSTON COMMUNITY COLLEGE SYSTEM

By: _____

President, Board of Trustees

GRANTEE:

[INSERT NAME]

By: _____

GRANTEE'S ADDRESS:

COUNTY OF HARRIS §
 §
THE STATE OF TEXAS §

This instrument was acknowledged before me on _____, 2016 by _____, President of the Board of Trustees of HOUSTON COMMUNITY COLLEGE SYSTEM on behalf of said entity.

Notary Public in and for
The State of TEXAS
Name: _____
My Commission Expires: _____

COUNTY OF HARRIS §
 §
THE STATE OF TEXAS §

This instrument was acknowledged before me on _____, 2016 by _____, _____ of _____, on behalf of said entity.

Notary Public in and for
The State of TEXAS
Name: _____
My Commission Expires: _____

**EXHIBIT A
TO SPECIAL WARRANTY DEED**

Metes and Bounds Description
33.07 Acres (1,440,463 Square Feet)
Moses Shipman League, Abstract No. 86
Fort Bend County, Texas

Description of an 33.07 acre (1,440,463 square feet) tract of land which is out of Reserve "A" of the plat of H.C.C.S. Campus Sienna Plantation Section 1 as recorded at Plat No.20070119 of the Fort Bend County Plat Records (F.B.C.P.R.) and also being out of a called 30.000 acre tract described in a deed to Houston Community College System as recorded under File No.2002123367 of the Fort Bend County Official Records (F.B.C.O.R.) and out of a called 19.325 acre tract described in a deed to Houston Community College System as recorded under File No. 2004029720 of said F.B.C.O.R., in the Moses Shipman League, Abstract No. 86, in Fort Bend County, Texas, said 33.07 acre tract being more particularly described as follows (with bearings referenced to the northerly line of said Reserve "A", called as North 86° 52' 50" East):

BEGINNING at a 5/8-inch iron rod with "LJA" cap found on the northerly right-of-way line of Sienna Springs Boulevard (100 feet wide) as recorded at Plat No.20040028 of said F.B.C.P.R., said point marks the southernmost southeasterly corner of said Reserve "A" and the southwesterly corner of a called 4.500 acre tract described in a deed to Fort Bend County as recorded under File No. 2006070443 of said F.B.C.O.R., and being on the arc of a non-tangent curve to the left;

THENCE, in a westerly direction along said northerly right-of-way line and along the southerly line of said Reserve "A" as follows:

northwesterly, 533.39 feet along the arc of said curve to the left (central angle = 24° 26' 56"; radius = 1,250.00 feet; chord bearing and distance = North 84° 26' 16" West, 529.35 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of compound curvature;

southwesterly, 240.23 feet along the arc of said curve to the left (central angle = 05° 23' 52"; radius = 2,550.00 feet; chord bearing and distance = South 80° 38' 20" West, 240.14 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 77° 56' 24" West, a distance of 256.28 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the beginning of a tangent curve to the left;

southwesterly, 339.96 feet, along the arc of said curve to the left (central angle = 07° 38' 19"; radius = 2,550.00 feet; chord bearing and distance = South 74° 07' 15" West, 339.71 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 70° 18' 05" West, a distance of 113.99 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the beginning of a tangent curve to the right;

southwesterly, 474.58 feet along the arc of said curve to the right (central angle = 12° 38' 50"; radius = 2,150.00 feet; chord bearing and distance = South 76° 37' 30" West, 473.62 feet) to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for a point of tangency;

South 82° 56' 55" West, a distance of 94.50 feet to a point for the southwesterly corner of said Reserve "A" and said 19.325 acre tract, and the southeasterly corner of the plat of Sienna Village of Anderson Springs Section Three-A as recorded at Plat No. 20040030 of said F.B.C.P.R., from which a found 5/8-inch iron rod bears South 70° 13' East, 0.30 foot;

THENCE, North 15° 03' 48" East, departing said northerly right-of-way line, along the westerly line of said Reserve "A" and said 19.325 acre tract, a distance of 762.04 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the westernmost northwesterly corner of said Reserve "A" and said 19.325 acre tract and the southwesterly corner of the plat of Sienna Plantation M.U.D. No. 1 Water Plant No. 2 as recorded at Plat No. 20050060 of said F.B.C.P.R.;

THENCE, North 72° 39' 50" East, along the southerly line of said Water Plant No. 2 and a northerly line of said Reserve "A", a distance of 455.94 feet to a 5/8-inch iron rod found for the southeasterly corner of said Water Plant No. 2:

THENCE, North 03° 07' 10" West, along the easterly line of said Water Plant No. 2 and a westerly line of said Reserve "A", a distance of 243.37 feet to a 5/8-inch iron rod with "LJA" cap found for the northeasterly corner of said Water Plant No. 2 and the northernmost northwesterly corner of said Reserve "A";

THENCE, North 86° 52' 50" East, along the northerly line of said Reserve "A", a distance of 1,164.65 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for the northernmost northeasterly corner of this herein described tract;

THENCE, South 03° 07' 10" East, along an easterly line of this tract, a distance of 455.05 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an angle point;

THENCE, South 08° 23' 30" East, continuing along said easterly line, a distance of 244.99 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an interior corner;

THENCE, North 81° 36' 30" East, along a northerly line of this tract, a distance of 78.25 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for corner;

THENCE, North 08° 46' 23" West, a distance of 19.25 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for an interior corner;

THENCE, North 81° 36' 30" East, continuing along a northerly line of this tract, a distance of 164.50 feet to a 5/8-inch iron rod with cap stamped "McKim & Creed" set for corner in the westerly line of said 4.500 acre tract and an easterly line of said Reserve "A";

THENCE, South 17° 47' 12" West, along the westerly line of said 4.500 acre and an easterly line of said Reserve "A", a distance of 254.12 feet to the POINT OF BEGINNING and containing a computed area of 33.07 acres (1,440,463 square feet) of land.

This description is accompanied by a separate survey drawing dated February 10, 2015.

Compiled By:
McKim & Creed, Inc.
9960 West Sam Houston Parkway South, Suite 200
Houston, Texas 77099
Phone: 713-659-0021
TBPLS Firm Registration No. 101776-00
Date: February 10, 2015
Job No.: 06555-0013
ROBERT W. TERRY

**EXHIBIT B
TO SPECIAL WARRANTY DEED**

Permitted Exceptions

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
2. The terms and conditions of the documents creating the Grantee's interest in the land.
3. Rights of parties in possession.
4. Any matters that are shown or noted on the survey prepared by McKim & Creed, dated in February 10, 2015.
6. Subject to the any restrictions and regulations imposed by ordinances of the City of Missouri City, Texas or Fort Bend County, Texas, including any zoning requirements or restrictions.
7. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in title commitment or title policy or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
9. [Insert matters shown on final title commitment]

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ATTACHMENT NO. 3
CONFLICT OF INTEREST QUESTIONNAIRE
HCC PROJECT NO. IFB 16-24

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer 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 interest of one 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 and family relationship with the local government officer named in this section.</p> 		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

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

ATTACHMENT NO. 4
FELONY CONVICTION NOTICE
HCC PROJECT NO. IFB 16-24

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district [or community college district] must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "A school district [or community college by virtue of Section 130.084 of the Texas Education Code] may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and that the following information furnished is true to the best of my knowledge. (Check appropriate statement.)

- My firm is a publicly held corporation. This reporting requirement is not applicable.
- My firm is neither owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name(s) of felon(s):

General Description of Conviction(s):

VENDOR _____

AUTHORIZED
SIGNATURE _____

PRINT/TYPE
ABOVE SIGNATURE _____ DATE _____

ATTACHMENT NO. 5
NON-COLLUSION AFFIDAVIT FORM
HCC PROJECT NO. IFB 16-24

By submission of this bid, the undersigned certifies that:

- A. The bid has been independently arrived at without collusion with any other bidder or with any other competitor;
- B. This bid has not knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the bids for this project.
- C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid.
- D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any other person signing in his behalf.

Authorized Agent (Print Name)

Date

Signature

Company Name

Company Address

City

State

Zip