

HOUSTON COMMUNITY COLLEGE SYSTEM

**INVITATION FOR BID
(COMPETITIVE SEALED BID - CONSTRUCTION)**

**CHILLER REPLACEMENT PROJECT 2016
STAFFORD FINE ARTS BUILDING
(LOANSTAR # 1)**

IFB NO.: 17-08

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:**

September 22, 2016 by 2:00 p.m. (local time)

at

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

Chiller Replacement Project – Stafford Fine Arts Building
(LoanStar # 1)

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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| Exhibit No. 5 | HCC Construction Contract – Wage Rates – Bonds (attached) |

NOTE: All noted Attachments are to be completed and submitted with Bid, Attachments 1, 5 and 7 must be signed and notarized.

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 | August 19, 2016 |
| Pre-Bid Meeting (Non-Mandatory) will be held by the Procurement Operations Department at 3100 Main Street, (2 nd Floor) Houston, Texas 77002. A Site Visit will be scheduled at the Pre-Bid Conference. | August 31, 2016 at 2:00 pm (local time) |
| Deadline to receive written question/inquiries | September 7, 2016 by 2:00 pm |
| Responses to written questions/inquiries (estimated) | September 13, 2016 |
| Bid Submittal Due Date | September 22, 2016 by 2:00 pm (local time) |
| Anticipated Board Recommendation and Approval | October/November 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.

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Section 1 – Bid Overview & Scope of Work

1. Bid Overview

The Houston Community College, (“HCC”) or (“College”) is seeking competitive sealed bids from qualified firms to provide Chiller Replacement Project 2016, (LoanStar #1) in accordance with the plans and specifications referenced herein. Qualified firms are invited to submit a written response outlining your bid to provide goods, equipment and services as described in the Scope of Work, and in accordance with the terms, conditions and requirements set forth in the Invitation For Bid (IFB). The successful bidder will provide the scope of work in accordance with all applicable laws, regulations and professional standards.

2. Scope of Work

The project for the Chiller Replacement (LoanStar #1) is located at HCC’s Stafford Fine Arts Building, 9910 Cash Road, Stafford, TX 77477. The scope of work covers the requirements for the Contractor to provide Chiller Replacement as outlined in the plans and specifications.

This scope of service covers the requirements for the Contractor to provide all material, labor, supervision, tools, supplies, and other expenses necessary to remove the existing Chiller System. The Contractor shall also be required to provide and install a new Chiller System as herein specified under this Invitation to Bid.

The Contractor shall furnish all labor, material, tools, equipment, transportation, bonds, permits, all applicable taxes, incidentals, and other facilities to perform all work for the said Chiller Replacement Project 2016.

a. Detailed Supporting Documents

- i. **Exhibit No. 1** – Chiller Replacement Project 2016, Stafford Fine Arts Building, Project Specification Manual. (attached)
- ii. **Exhibit No. 2** – Chiller Replacement Project 2016, Stafford Fine Arts Building, Construction Drawings. (attached)
- iii. **Exhibit No. 3** – Uniform General Conditions For Houston Community College Building Construction Contracts. (attached)
- iv. **Exhibit No. 4** – Division One Construction Specifications. (attached)
- v. **Exhibit No. 5** – HCC Contract – Wage Rates – Bonds. (attached)

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Section 2 – Sealed Bid Form

1. Instructions

The Bidder shall furnish necessary resources and services required to complete the project, in accordance with the scope of work and project specifications and drawings hereby incorporated and made a part of this IFB and the contract documents, for the prices listed below.

Please provide a Total Proposed Price reflecting all project costs to successfully complete the project. Work requirements will be specified in individual purchase orders issued by Houston Community College.

Please submit this form in a separate sealed envelope and label it "Price Bid".

2. Estimated Budget: \$250,000 to \$500,000.

3. Total Cost

Chiller Replacement Project 2016 – Stafford Fine Arts Building

| Item No. | Descriptions | UOM | Total |
|----------|---|-----|-------|
| 1 | New Equipment Cost: | LOT | \$ |
| 2 | Labor Cost - Removal and Disposal of Existing Chiller System: | LOT | \$ |
| 3 | Labor Cost – Installation of the New Chiller System Replacement: | LOT | \$ |
| | Grand Total: | | \$ |

Bidder's maximum project duration (in calendar days) _____ Days

4. Sealed Bid Signature

I have received and thoroughly examined the plans, specifications, and project schedule and have visited and examined the work site. I have also received and considered all solicitation amendments as posted on the solicitation website and have included those provisions in my Bid.

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

In submitting this Bid, the undersigned agrees and accepts all provisions and exhibits within this IFB.

| | |
|------------|--|
| Name: | |
| Title: | |
| Date: | |
| Signature: | |

Section 3 – Bid Evaluations

1. Evaluation of Bids

The general selection criteria for this IFB in order of precedence are as follows:

- a. Responsible low bid meeting specifications and being responsive to the requirements of this IFB.
- b. Compliance with HCC's Small Business Enterprise (SBE) goal will be considered as part of the bidders' responsibility. Failure to meet the goal may be grounds for determination that a bidder is not a responsible bidder.

Finalists may be asked to make a presentation to HCC prior to a final decision being made.

2. Eligibility for Award

In order for a bid to be eligible to be awarded the contract, the bid must be responsive to the solicitation and HCC must be able to determine that the bidder is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive bids are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Bids, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

- c. Responsible bids, at a minimum, must meet the following requirements:
 - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - iii. Have a satisfactory record of past performance;
 - iv. Have necessary personnel and management capability to perform any resulting contract;
 - v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - vi. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the bid is so certifying to such non-delinquency; and
 - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Bid(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible bidder. Failure to provide any requested additional information may result in the bidder being declared non-responsive and the bid being rejected.

- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the bidder or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or bidder shall not be eligible to be considered for this solicitation if the person or bidder engaged in or attempted to engage in prohibited communications as described in Section 5.17 - Prohibited Communications and Political Contributions.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this IFB.

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Section 4 – Instructions to Bidder

1. General Instructions

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

2. Preparation and Submittal Instructions

All Attachments noted in Section are to be completed and submitted with Bid, Attachments 1, 5 and 7 must be signed and notarized.

3. Document Format and Content

- a. Bid must be signed by Bidder's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your bid to disqualification.
- b. Responses to this IFB must include a response to the bid requirements set forth in the Scope of Work, above.
- c. Bids must be typed on letter-size (8-1/2" x 11") paper. HCC requests that bids be submitted in a binder. Preprinted material should be referenced in the bid and included as labeled attachments. Sections should be divided for ease of reference. An electronic copy of the bid must be provided in an Adobe Acrobat (.pdf) format.
- d. Table of Contents: Include with the bid a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the bid as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- e. Pagination: All pages of the bid should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- f. Number of Copies: Submit one (1) original printed and one (1) electronic copy of your bid including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your Sealed Bid Form. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
- g. Bids must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Solicitation Schedule.
- h. The envelope containing a bid shall be addressed as follows:
 - i. Name, Address and Telephone Number of Bidder;
 - ii. Project Description/Title; Project Number; and Bid Due Date/Time.

- i. Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.
- j. Telephone, Facsimile ("FAX") or electronic (email) bids are not acceptable when in response to this Invitation For Bid.

4. Bidder Response

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

- a. Sealed Price Form
The Bidder shall furnish all resources and services necessary and required to provide the goods and services of the type and kind required in this IFB, in accordance with the Scope of Work/Specifications, and the governing terms and conditions for the proposed price(s) listed in Section 2 – Sealed Price Form.
- b. Cover letter
The cover letter shall not exceed 1 page in length, summarizing key points in the bid and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this IFB.
- c. Confirm acceptance of all requirements noted in the IFB, including all requirements noted in the Scope of Work/Specifications.
- d. Provide references of firm's past performance, including contact information (name, number, email), where Bidder has successfully performed the work of the type and kind required in this IFB.
- e. Provide the name of the project manager that will be assigned to this project through completion.
- f. Provide your Experience Modification Rate (EMR) for the past three years.

g. Small Business Commitment

This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.

- i. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
- ii. For this Project HCC has a small business participation goal of **Thirty-Five Percent (35%)**.
- iii. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
- iv. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.
- v. Provide a reference list of all customers noted in Section 4(d) above that included a Small Business or similar program where you have performed work similar to the type of work described in this IFB. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.

h. Firm's Financial Status

- i. Provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
- ii. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes,

specify date(s), details, circumstances,
and prospects for resolution.

i. Required Attachments

This section shall include all Attachments noted in Section 6, all forms shall be completed, signed and submitted with Bid. Attachments 1, 5 and 7 must be signed and notarized.

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Section 5 – General Information

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

1. General Information

Houston Community College's service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City. The System is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate degree.

Houston Community College serves its students each semester, by offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepares students in our diverse community to compete in an increasingly technological and international society. Houston Community College plays an integral role in transforming the lives of its students and making our community work.

More information regarding HCC can be found in the annual [HCC Fact Book](#).

HCC Mission - Houston Community College is an open-admission, public institution of higher education offering a high-quality, affordable education for academic advancement, workforce training, career development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

HCC Vision - Houston Community College will be a leader in providing high quality, innovative education leading to student success and completion of workforce and academic programs. We will be responsive to community needs and drive economic development in the communities we serve.

Additional information about Houston Community College may be found by visiting [HCC Website](#).

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.

2. Overview

The Houston Community College, ("HCC") or ("College") is seeking bids from qualified firms in accordance with the Scope of Work noted above. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide goods, equipment and services as described in the Scope of Work, and in accordance with the terms, conditions and requirements set forth in the Invitation For Bid (IFB). The successful bidder will provide the scope of work in accordance with all applicable laws, regulations and professional standards.

HCC reserves the right to make single, multiple or no award for the goods or services described herein and as deemed in its own best interests.

HCC reserves the right to reject any or all bids or to accept any bids it considers most favorable to HCC, or to waive irregularities in the Invitation For Bid (IFB) and submittal process. HCC further reserves the right to reject all bids or submittals and terminate the solicitation process or seek new bids when such procedure is reasonably in the best interest of HCC.

This IFB solicitation does not in any way obligate HCC to award a contract or pay any expense or cost incurred in the review and submission of bids responding to this IFB.

All applicable attachments contained in the IFB shall be completed. Failure to do so may result in the firm's bid being declared non-responsive to the solicitation requirements.

Information provided in response to the IFB is subject to the Texas Public Information Act and may be subject to public disclosure.

By submitting its bid in response to this IFB, respondent accepts the evaluation process and acknowledges and accepts that determination of "most-qualified" and "best valued" firm(s) will require subjective judgments by HCC.

Any exceptions taken to the terms of the IFB must be specific, and the respondent must indicate clearly what alternative is being offered to allow HCC a meaningful opportunity to evaluate implications of the exception (if any).

Where exceptions are taken, HCC shall determine the acceptability of the proposed exceptions. HCC may accept or reject the exceptions.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this IFB. However, HCC is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted all terms and conditions to which no exceptions have been taken.

The IFB provides information necessary to prepare and submit bids or responses for consideration by HCC based on the listed criteria. HCC may request additional clarification and oral interviews solely on the written responses to this Invitation For Bid.

3. Pre-Bid Meeting

The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-bid meeting shall be binding to HCC; any changes to the requirements of this IFB shall be made by way of written solicitation amendment.

If applicable, the Pre-Bid Meeting date and time is noted in the Solicitation Schedule.

4. Award / Contract Approval

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is an invitation for bid and neither this solicitation nor the response or bid from any prospective bidder shall create a contractual relationship that would bind HCC until such time as both HCC and the selected bidder sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in the Scope of Work/Services and this IFB.

5. HCC Contact

Any questions or concerns regarding this Invitation For Bid shall be directed to the named HCC individual listed on the cover page. HCC specifically requests that bidders restrict all contact and questions regarding this IFB to that named individual. The HCC individual must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

6. Inquiries and Interpretations

Responses to inquiries, which directly affect an interpretation or change to this IFB, will be issued in writing by addendum (amendment) and all addenda will be posted on the HCC Website www.hccs.edu. All such addenda issued by HCC prior to the time that bids are received shall be considered part of the IFB, and the Bidder shall be required to consider and acknowledge receipt of such in their bid.

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

7. Commitment

Bidder understands and agrees that this IFB and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that HCC has made no representation, guarantee or commitment with respect to any specific

quantity of or dollar value to be furnished under any resulting Agreement. Further Bidder recognizes and understands that any cost borne by the Bidder, which arises from Bidder's performance under any resulting agreement, shall be at the sole risk and responsibility of Bidder.

8. Acquisition from Other Sources

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

9. Vendor Registration

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

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

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

10. Obligation and Waivers

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

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

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

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

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

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

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

HCC IS AN EQUAL OPPORTUNITY/EDUCATIONAL INSTITUTION, WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, DISABILITY, SEXUAL ORIENTATION, OR VETERAN STATUS.

11. Contract Award

Award of a contract, if awarded, will be made to the Bidder who (a) submits a responsive bid; (b) is a responsible bidder; and (c) offers the lowest responsive responsible bid price in accordance with the Texas Government Code Section 2269, Subchapter C Competitive Bidding Method.

A responsive bid and a responsible bidder are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial bid received, without discussion of such bids. Accordingly, each initial bid should be submitted on the most favorable terms from a price and technical standpoint, which the bidder can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the bid documents submitted and consider the bid for award.

12. Postponement of Bids Due Date/Time:

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

13. Oral Presentations:

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each bidder should be prepared to make a presentation to HCC. The presentations must show

that the bidder is responsible and clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

14. Small Business Development Program (SBDP):

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

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

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

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

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

- a. To the extent consistent with industry practices, divide the contract work into reasonable lots.

- b. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- c. Document reasons for rejecting a firm that bids on subcontracting opportunities.

15. Prime Contractor/Contracts for Services:

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

16. Internship Program:

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

For additional information regarding the internship program, please contact the Procurement Operations Department at 713-718-5001.

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

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

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.

- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

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

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

18. Drug Policy:

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

19. Taxes:

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

20. Texas Public Information Act:

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("The Act") after a contract if any, is awarded. If the Bidder considers any information submitted in response to this Invitation For Bid to be confidential under law or constitute trade secrets or other protected information, the bidder must identify such materials in the bid response. Notwithstanding the foregoing, the

identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the Bidder releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

21. Appropriated Funds:

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

22. Conflict of Interest:

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

Note: **Attachment No. 6 and Attachment No. 7** shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your bid non-responsive.

23. Ethics Conduct:

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

24. No Third Party Rights:

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

25. Withdrawal or Modification:

No bid may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a bid may be withdrawn and resubmitted any time prior to the time set for receipt of bids. No bid may be withdrawn after the submittal deadline without approval by HCC, which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

26. Validity Period:

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

27. Terms and Conditions:

The form of Contract and HCC Uniform General Conditions shall govern any Purchase Order issued as a result of this solicitation.

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

28. Submission Waiver:

By submitting a response to this Solicitation, the Offeror or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

29. Indemnification:

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence,

recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

30. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

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Section 6 – Required Attachments

Bidders shall complete all noted Attachments and submit with Bid, Attachments 1, 5 and 7 must be signed and notarized.

| Attachment Number | Attachment Title |
|--------------------------|---|
| Attachment No. 1 | Contract Award Form |
| Attachment No. 2 | Determination of Good Faith Effort Form |
| Attachment No. 3 | Small Business Unavailability Certificate |
| Attachment No. 4 | Contractor & Subcontractor Participation Form |
| Attachment No. 5 | Bidder's Certifications |
| Attachment No. 6 | Conflict of Interest Questionnaire |
| Attachment No. 7 | Financial Interests and Potential Conflicts of Interests |
| Exhibit Number | Exhibit Title |
| Exhibit No. 1 | Project Specification Manual (attached) |
| Exhibit No. 2 | Construction Drawings (attached) |
| Exhibit No. 3 | Uniform General Conditions For Houston Community College Building Construction Contracts (attached) |
| Exhibit No. 4 | Division One Construction Specifications (attached) |
| Exhibit No. 5 | HCC Construction Contract - Wage Rates - Bonds (attached) |

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**ATTACHMENT NO. 1
CONTRACT AWARD FORM
HCC PROJECT NO. IFB 17-08**

**PROJECT TITLE: CHILLER REPLACEMENT PROJECT 2016 – STAFFORD FINE ARTS BUILDING
(LOANSTAR # 1)**

PROJECT NO.: IFB 17-08

Name of Bidder/Contractor: _____

Federal Employer Identification Number: _____
(Note: please refer to Section 5.9 Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of Contract and Uniform General Conditions referenced and provided herein, and will have the following order of precedence: 1) Contract, 2) Uniform General Conditions, 3) HCC referenced solicitation including all amendments issued by HCC, 4) the IFB response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2016.

Notary Public of the State of: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. IFB 17-08**

Bidder _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 3 and No. 4)

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

Section 2.

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

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

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

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

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

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

Section 3

SELF-PERFORMANCE JUSTIFICATION

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

Signature of Bidder

Title

Date

**ATTACHMENT NO. 3
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. IFB 17-08**

I, _____, _____, of _____
(Name) (Title) (Name of Bidder's Company)

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

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

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

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

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

Signature: _____

**ATTACHMENT NO. 4
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM
HCC PROJECT NO. IFB 17-08**

Bidder/offeror presents the following participants in this solicitation and any resulting Contract. All Bidders/Offerors, including small businesses submitting bids as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their bid submissions.

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

Business Name: _____ Submitted (Name): _____

Address: _____

Telephone/Fax: _____ Date: _____

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

**ATTACHMENT NO. 5
BIDDER CERTIFICATIONS
HCC PROJECT NO. IFB 17-08**

1. NON-DISCRIMINATION STATEMENT:

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

2. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

This period is known as the "Blackout Period," as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

With regard to a Bidder, violation of the Blackout Period may result in the cancellation of the referenced transaction, debarment, and disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

3. ASSURANCE OF SBDP GOAL:

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the CONTRACTOR AND SUBCONTRACTOR PARTICIPATION form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = _____

The undersigned certifies that the firm shown below has not discriminated against any small business or other potential subcontractor because of race, color, religion, gender, age, veteran's status, disability or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, gender, age, disability, national origin or veteran status.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the Bidder may be subject to the loss of the contract or the termination thereof.

4. CERTIFICATION AND DISCLOSURE STATEMENT:

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

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

5. DISCLOSURE OF OWNERSHIP INTERESTS:

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

6. PROHIBITED CONTRACTS/PURCHASES:

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

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

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2016.

Notary Public of the State of: _____

**EXHIBIT 2 - TO ATTACHMENT NO. 5
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. IFB 17-08**

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

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

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

Definitions:

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

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

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

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

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

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

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

**ATTACHMENT NO. 6
CONFLICT OF INTEREST QUESTIONNAIRE
HCC PROJECT NO. IFB 17-08**

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

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. 7
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. IFB 17-08**

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

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

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

Section 1 - Disclosure of Financial Interest in the Vendor

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

Name: _____
Address: _____

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

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

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

This disclosure is submitted on behalf of:

(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

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

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

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2016.

Notary Public of the State of: _____

Exhibit 1
HCC PROJECT NO. IFB 17-08
CHILLER REPLACEMENT PROJECT 2016 – STAFFORD FINE ARTS BUILDING
(LOANSTAR # 1)

PROJECT SPECIFICATION MANUAL

Provided as separate document (Exhibit 1) to IFB

Exhibit 2
HCC PROJECT NO. IFB 17-08
CHILLER REPLACEMENT PROJECT 2016 – STAFFORD FINE ARTS BUILDING
(LOANSTAR # 1)

CONSTRUCTION DRAWINGS

Provided as separate document (Exhibit 2) to IFB

Exhibit 3
HCC PROJECT NO. IFB 17-08
CHILLER REPLACEMENT PROJECT 2016 – STAFFORD FINE ARTS BUILDING
(LOANSTAR # 1)

UNIFORM GENERAL CONDITIONS FOR HOUSTON COMMUNITY COLLEGE
BUILDING CONSTRUCTION CONTRACTS

Provided as separate document (Exhibit 3) to IFB

Exhibit 4
HCC PROJECT NO. IFB 17-08
CHILLER REPLACEMENT PROJECT 2016 – STAFFORD FINE ARTS BUILDING
(LOANSTAR # 1)

DIVISION ONE CONSTRUCTION SPECIFICATIONS

Provided as separate document (Exhibit 4) to IFB

Exhibit 5
HCC PROJECT NO. IFB 17-08
CHILLER REPLACEMENT PROJECT 2016 – STAFFORD FINE ARTS BUILDING
(LOANSTAR # 1)

HCC CONSTRUCTION CONTRACT – WAGE RATES - BONDS

Provided as separate document (Exhibit 5) to IFB