

**Houston Community College System
Procurement Operations**



REQUEST FOR PROPOSALS (RFP)
FOR
**UTILITIES AUDIT AND CONSERVATION MANAGEMENT
SERVICES**
PROJECT NO. 07-40

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page No.
Cover Page	0
Table of Contents	1
Summary	2
Instructions to Proposers	3-8

Forms to be completed and submitted with a Proposal

Attachment No. 1 Proposal/Award Form	9-10
Attachment No. 2 Schedule of Items and Prices	11
Attachment No. 3 Scope of Services	12
Attachment No. 4 General Terms and Conditions	13-15
This page intentionally left Blank	16
Attachment No. 5 Contractor and First Tier Subcontractor/Supplier Participation	17
Attachment No. 6 Subcontractor/Subconsultant/Supplier Payment Certification	18
Attachment No. 7 Progress Assessment Report of Work Subcontracted	19
Attachment No. 8 Insurance Requirements	20
Attachment No. 9 Determination of Good Faith Effort	21
Attachment No. 10 Small Business Unavailability Certification	22
Attachment No. 11 Small Business Development Questionnaire	23
Attachment No. 12 Non-Discrimination Statement	24
Attachment No. 13 Certification and Disclosure Statement	25
Attachment No. 14 State Affidavit Form	26
Attachment No. 15 Business Questionnaire	27-28
Attachment No. 16 Assurance of SBDP Goal	29
Attachment No. 17 Vendor Application Instructions	30
Attachment No. 18 Conflict of Interest Questionnaire	31-32

<u>Sample Contract Documents</u>	33-34
(The resulting contract will include at least the exhibits listed below.)	
Exhibit A - Proposal / Award Form (Per Attachment No. 1)	
Exhibit B - Schedule of Items and Prices (Per Attachment No. 2)	
Exhibit C - Scope of Services (Per Attachment No. 3)	
Exhibit D - General Terms and Conditions (Per Attachment No. 4)	
Exhibit E - Contractor & First Tier Subcontractor/Supplier Participation Form (Per Attachment No. 5)	
Exhibit F - Subcontractor Payment Certification Form (Per Attachment No. 6)	
Exhibit G - Progress Assessment Report (Per Attachment No. 7)	
Exhibit H - Insurance Requirements (Per Attachment No. 8)	

HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSALS - SUMMARY

Date: June 4, 2007
Project Title: Utilities Audit and Conservation Management Services
Project No.: 07-40

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Michael Kyme
Title: Executive Director
Telephone: (713) 718-5001
Fax: (713) 718-2113
Email: Michael.kyme@hccs.edu

Project Overview:

The Houston Community College System ("HCC") is seeking proposals from qualified firms to provide Utilities Audit and Conservation Management Services. The selected vendor shall be required to audit the following utilities: (1) Electricity; (2) Natural Gas; (3) Water/Sewer; (4) Steam/Chilled Water, to determine whether amounts paid by HCC were correct and to recover funds on behalf of HCC.

Contract Approval:

This Procurement 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.

Pre-Proposal Meeting:

A pre-proposal meeting will be held in Procurement Operations, 3100 Main Street (11th Floor, Room #11A07) Houston, Texas 77002 on Thursday, June 28th, 2007 at 10:00 a.m. (local time).

Proposal Due Date/Time: HCC will accept proposals to provide the required Utilities Audit and Management Services until 2:00 p.m. (local time) on Monday, July 16th, 2007. Proposals will be received in Procurement Operations, 3100 Main Street (11th Floor, Room 11A06) Houston, Texas 77002. Proposals submitted after the deadline will not be evaluated and shall be returned to the vendor. All questions shall be addressed in writing to michael.kyme@hccs.edu no later than Thursday July 5, 2007. Responses to questions will be posted on the HCC Procurement Operations website.

Contract Term: The contract term for contract(s) awarded resulting from this solicitation shall not exceed three (3) years.

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

HCC reserves the right to accept or reject all or any part of any proposal, waive any technicalities or irregularities in the proposal documents and consider the proposal for award.

This Request for Proposal does not obligate HCC to award a contract or to pay any costs incurred by a proposer in the preparation or submission of a proposal.

INSTRUCTIONS TO PROPOSERS

1. Introduction

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Utility Audit and Conservation Management Services in accordance with the Scope of Services contained in this solicitation (Attachment No. 3).

2. Proposal Submittal

Proposer(s) shall submit one (1) original and five (5) copies of the technical proposal and five (5) copies of the price proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Attachment No. 1 Proposal/Award Form
- Attachment No. 5 Contractor & First Tier Subcontractor/Supplier Participation Form
- Attachment No. 9 Determination of Good Faith Effort
- Attachment No. 10 Small Business Unavailability Certificate
- Attachment No. 12 Non-Discrimination Statement
- Attachment No. 13 Certification & Disclosure Statement
- Attachment No. 14 Affidavit Form
- Attachment No. 15 Business Questionnaire
- Attachment No. 16 Assurance of SBDP Goal
- Attachment No. 18 Conflict of Interest Questionnaire

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College System
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 07-40
Attn: Michael Kyme, Executive Director

3. Eligibility for Award

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those complying in all material aspects of the solicitation. Proposals, which do not comply with all the terms and, conditions of this solicitation will be rejected as non-responsive.
- c. Responsible proposers as a minimum must:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of the contract.

- Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
- Have a satisfactory record of past performance.
- Have necessary personnel and management capability to perform the contract.
- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
- Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; signing and submitting the proposal is so certifying.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum criteria necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive, and the proposal being rejected.

4. **Preparation of Proposal**

Technical Proposal Format: The format may be either "portrait" or "landscape" with binding (wire or spiral) on the left long or short side and shall include, as a minimum, the information listed below. Include a table of contents with all pages numbered in sequence. Tab each section.

Tab A **Cover Sheet:** The cover sheet should contain the project title, project number and the name of the lead firm(s) submitting the proposal.

Tab B **Letter of Interest:** The letter of interest should not exceed 2 pages in length, summarizing key points in the proposal.

Tab C **Project Management/Understanding/Methodology:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes "key" staff member's resumes and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer's commitment to utilize HCC students in an internship capacity with the firm. Describe in detail the **methods and procedures** that will be utilized to achieve the objectives listed in the Scope of Services, including the following:

Utility Audit:

- Method used to review utility bills to make a determination if they have been billed properly;
- Method used to recover over billings;
- Provide audit timeline;
- Describe the guarantee HCC will have to be certain that reductions in utility charges and refunds did occur.

Conservation Management Services:

- Method used to identify cost savings/avoidance opportunities. Include calculation methodology;
- Describe in detail how your company will measure and monitor those results;
- Describe your firm's Risk Management Methodology. Include how strategies will be developed and communicated;
- Describe the technology your company uses to manage utility expense data and provide snapshots of the reports used as well as web demo screenshots;
- Describe what benchmarks will be used for comparison of those identified results;
- Describe in detail the on-going analysis your company will perform to audit HCC's monthly utility charges;
- Define firm's recommended utility conservation methodology;

- Describe your firm’s training experience and process;
- Describe your firm’s customer support services and policies.

Tab D **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm’s history, size and staff composition. Include a description of the firm’s past and current contracts/assignments, which are related to the type of services, required by this solicitation. Describe the complete range of utility services and capabilities your firm offers: such as utility billing accuracy verification, engineering, and auditing. Provide a list of all utility audit/conservation management projects currently under contract with your firm. Describe in detail your firm’s guarantee that audit will provide savings, and that your firm will recover the savings on behalf of HCC.

Tab E **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed “key” staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified. Staff members listed must include # years of experience, and percentage of time spent by each key participant dedicated to this project.

Tab F **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business (SB) goal specified in this solicitation. All (SB) attachments must be completed and submitted with proposal. Describe how your firm will achieve its SB requirements. Please identify any HCC student internship opportunities.

Tab G **Past Performance:** This section must include all past utility management consulting projects, Scope of Work associated with project, identify the cost savings/cost avoidance associated with the project, Client information, and project timeline. List educational institutions that your firm has provided utility audit/conservation management consultant services with over the past five (5) years.

Tab H **References:** This section must include at least three references from past Utility Audit/Conservation Management Services projects of similar size/complexity. References must include Project Name, Contact Name, Telephone#.

Tab I **Percentage Proposal:** The percentage proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachment No. 2, Schedule of Items and Prices).

5. **Evaluation Criteria**

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

<u>FACTOR</u>	<u>Percentage Weight</u>
• Project Understanding and Methodology:	25%
• Qualifications and Experience of Firm:	25%
• Past Performance:	25%
• Fee Percentages:	20%
• Small Business Commitment	<u>5%</u>
	Total: 100%

6. **Contract Award**

Award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC.

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

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

8. **Oral Presentations**

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

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

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

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

c. For this solicitation, HCC has established Best Effort as its goal for Small Business participation.

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

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

f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.

g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

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

11. **Prime Contractor/Contracts for Services**

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

12. **Internship Program**

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

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

13. **Prohibited Communications**

Except as provided in exceptions below, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

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

The communications prohibition shall be imposed on the date that responses to the solicitation are due or received, whichever is first. The communications prohibition shall terminate when:

- [1] The contract is awarded by the Chancellor or his designee; or
- [2] The award recommendations are considered by the Board at a duly-noticed public meeting.

In the event the Board refers the recommendation back to staff for reconsideration, the communications 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.

14. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

15. **TAXES**
HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1.
16. **Explanation to Proposers**
Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at www.hccs.edu. Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.
17. **Texas Public Information Act**
HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.
18. **Appropriated Funds**
The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to cancel the resulting contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to cancel the resulting contract by giving the selected contractor a thirty (30) day written notice of cancellation without penalty. Upon cancellation of the resulting contract, HCC shall not be responsible for any payment of any service or product received that occur after the end of the current contract period. HCC fiscal year begins on September 1 and ends on August 31st.
19. **Conflict of Interest**
If a firm responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in the contract resulting from this solicitation, the firm must disclose this to HCC. Persons submitting a response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 18, Conflict of Interest Questionnaire Form**. This completed form must be signed and submitted with the solicitation response.

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS

PROPOSAL /CONTRACT AWARD FORM

Project Title: Utilities Audit and Conservation Management Services
Project No.: 07-40

In compliance with the requirements of this Request for Proposals for Utility Management Services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical & Price Proposal dated _____, 2007 and as mutually agreed upon by subsequent negotiations, if any.

Receipt of Proposal Amendment(s)	The undersigned acknowledges receipt of the below listed amendment(s). (List amendment number & date.)
----------------------------------	---

Amendment Number(s)	Date	
---------------------	------	--

Name of Proposer (Type or Print)

Business Address (Type or Print, include "zip code")

Signed By (Sign in ink; type or print name and title under signature)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)
Project No. 07-40

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

HOUSTON COMMUNITY COLLEGE SYSTEM

Executed for and on behalf of the Houston Community
College System pursuant to approval by the Board of Trustees
on _____, 2007

Signed By: _____

Name: Michael Kyme
Title: Executive Director- Procurement Operations

ATTACHMENT NO. 2

SCHEDULE OF ITEMS AND PRICES

For

Utilities Audit and Conservation Management Services

The Proposer/Consultant shall furnish all resources and services necessary and required to provide Utilities Audit and Management Services, in accordance with the **scope of services**, and the general terms and conditions of the sample contract documents for the price(s) listed below.

Line	Utilities Audit Description of Work/Item(s)	Proposed Percentage to HCC
001	Audit five (5) previous years electric bills from TXU and Reliant GLO, including all miscellaneous charges.	
002	Audit five (5) previous years CenterPoint Energy utility bills, including all miscellaneous charges.	
003	Audit five (5) years City of Houston Water utility bills, including all miscellaneous charges.	
004	Audit five (5) years of miscellaneous utility bills, i.e. (steam/chilled water), including all miscellaneous charges.	
005	Utility Cost Recovery	

Note: If fees are not recovered, HCC shall not be responsible for payment of services rendered.

ATTACHMENT NO. 3

SCOPE OF SERVICES FOR Utilities Audit and Conservation Management Services

I. Scope

This scope of services covers the requirements for the Consultant to provide Utilities Audit and Conservation Management Services to the Houston Community College System ("HCC") as outlined herein.

II. Requirements

The Consultant shall perform the following tasks:

A) Utilities Audit

- Audit the following utilities: (1) Electricity; (2) Natural Gas; (3) Water/Sewer, and (4) Steam/Chilled Water to determine whether amounts paid by HCC were correct;
- Recover refunds from the utility companies for any past over billings that occurred;

B) Conservation Management Services

- Perform site assessment of all HCC facilities to determine if current utility efficiencies are being utilized to the fullest capacity as supplied by Center Point Energy;
- Identify and achieve short-term cost savings and long-term avoided costs;
- Provide measurement and verification of avoided costs due to conservation initiatives, normalized for billing periods, weather, and rates;
- Develop risk management strategies for electricity and natural gas by qualified, in-house personnel;
- Provide permissions-based, enterprise-wide, web-based access to energy data per HCC specifications;
- Provide monthly billing data on a go-forward basis;
- Provide reports targeted for executive, financial, and facilities personnel to include cost savings/cost avoidance and risk management strategies;
- Provide formal training on how to use the consultant's system and understand the reports;
- Provide on-going customer support services to HCC users.
- Inform HCC if there is a possibility that HCC can qualify for a more favorable rate for future billing, including advising/achieving construction rebates.

**ATTACHMENT NO. 4
GENERAL TERMS AND CONDITIONS**

1. Contract Award

A response to the solicitation is an offer to contract with Houston Community College System ("HCC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders or other duly executed documents.

2. Contract Term

The contract term for contract(s) awarded resulting from this solicitation shall not exceed Three (3) years.

3. Interpretation, Jurisdiction and Venue

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in Harris County, Texas.

4. Compliance with Laws

The Contractor shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the Contractor shall furnish to HCC certificates of compliance with all such laws.

5. 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.

6. Termination for Convenience

HCC may, at its option and discretion, terminate or reduce the statement of work or other requirements of the contract at any time, without any default on the part of the Contractor, by giving thirty (30) calendar days written notice thereof to the Contractor.

7. Termination for Default

HCC may terminate the contract immediately for default, by giving written notice thereof to the Contractor, if the Contractor neglects to execute the work properly; performs in an unsatisfactory manner or fails to perform any provisions of the contract. In the event of termination for default, HCC shall have against the Contractor, all remedies provided by law and equity.

8. 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.

9. Small Business Development Program (SBDP)

The Contractor hereby agrees to attain small business participation in the amount of ____% of the total contract amount. The Contractor agrees to enter into agreements for the Work identified in Exhibit ____, entitled Contractor and First Tier Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The Contractor's failure to comply with the aforementioned small business participation provisions may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC.
- Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.

10. Small Business Compliance

The Contractor shall meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the small business goal stated in the contract, if any.

11. Prime Contractor/Contract for Services

If this contract is for services, the Contractor shall perform a minimum of 30% of the work with its labor force or demonstrate management of the work to the satisfaction of HCC.

12. Changes

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the Contractor's cost and/or the time for performance, the Contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of HCC.

13. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained in Exhibit H.

14. Indemnification

The Contractor shall hold HCC, its agents, employees, trustees and other officers harmless from any claim or liability asserted against it by reason of the negligence of the Contractor, its agents, servants and employees in the performance of the Contract.

15. Independent Contractor

It is agreed and understood that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform the services required by the contract shall be deemed to be Contractor's employees or independent subcontractors; that Contractor's employees shall be paid by the Contractor; that Contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law.

16. Assignment

The Contractor may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of HCC. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

17. Notices

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

Houston Community College System:
Procurement Operations (11th Floor)
3100 Main Street
Houston, Texas 77002
ATTN: Michael Kyme,
Executive Director, Procurement Operations

Contractor:

ATTN: _____

18. Invoicing and Payment

The Contractor shall submit an original invoice to the address shown below for the goods or services which have been inspected and accepted by HCC:

Houston Community College System
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 07-40 and applicable purchase order number(s).

Generally, payment will be made within thirty (30) calendar days after receipt of a properly prepared invoice or acceptance of the goods or services, whichever is later. Payment shall be considered made when HCC deposits the Contractor's payment in the mail or the date on which an electronic transfer of funds occurs.

19. Drug Policy

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, Dispensation, or use of illegal drugs or alcohol by the Contractor or its employees while on HCC's premises is strictly prohibited. Any violation of this provision by the Contractor or its employees will be considered a breach of contract by the Contractor.

20. Appropriated Funds

The purchase of any service or product under this contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCC shall have the right to cancel this contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, HCC reserves the right to cancel this contract by giving the Contractor a thirty (30) day written notice of cancellation without penalty. Upon cancellation of this contract, HCC shall not be responsible for any payment of any service or product received that occur after the end of the current contract period. HCC fiscal year begins on September 1 and ends on August 31st .

21. Entire Agreement

This Contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement may not be amended or modified, except by mutual written agreement.

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

Bidder/offerer presents the following participants in this solicitation and any resulting Contract. All bidders / offerers, including small businesses bidding as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their bid submissions as subcontractors and/or suppliers.

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percent of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____
 Address: _____
 Telephone/Fax: _____ Date: _____

Contractor \$ _____
 Subcontractor(s) \$ _____
 Supplier (s): \$ _____

ATTACHMENT NO. 6

**HOUSTON COMMUNITY COLLEGE SYSTEM
SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER PAYMENT CERTIFICATION FORM**

HCC Project No. 07-40

(This form is to be completed by the Subcontractor/Subconsultant or Supplier for each payment received from the Prime Contractor/Consultant.)

NAME OF FIRM: _____

ADDRESS: _____

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

I hereby certify that the above firm received payment on _____ from _____ in the amount of
(date) (enter name of prime contractor)
\$ _____ as full payment of Invoice No. _____ dated _____ for work performed or materials provided
during _____ under HCC Project No. 07-40
(enter dates)

Note: This form shall be completed and signed by an Officer of the firm. Attach this form to each invoice for payment.

Signature _____

Printed or Typed Name _____

Title _____

Date: _____

ATTACHMENT NO. 7

**HOUSTON COMMUNITY COLLEGE SYSTEM
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED FORM**

Reporting Period: From _____ To _____

Consultant / Contractor: _____ HCC Project No. 07-40

Total Contract Amount (Prime Contractor) \$ _____

Subconsultant / Subcontractor / Supplier (Name)	Total Subcontract Amount	Amount Paid This Period \$ _____	Total Paid to Date \$ _____

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will make payments within
(enter name of prime contractor)

five (5) calendar days of receipt of funds now due from HCC to our subcontractors and suppliers in accordance with contractual arrangements with them.

Note: This form shall be completed and signed by an officer of the firm. Attach this form to each invoice for payment.

Name: _____
Signature: _____
Title: _____
Phone: _____
Date: _____

**ATTACHMENT NO. 8
INSURANCE REQUIREMENTS
HOUSTON COMMUNITY COLLEGE SYSTEM**

INSURANCE REQUIREMENTS

The insurance coverage and limits listed below are the minimum requirements that the vendor/contractor shall carry during performance of the contract for Utility Audit and Conservation Management Services, Project No. 07-40

1. Commercial General Liability for Bodily Injury/Property Damage Limits:

- Occurrence/Personal Injury/Advertising/Products/Completed Operations \$1,000,000.CSL
- Annual Aggregate \$2,000,000. CSL
- Products Aggregate \$2,000,000. CSL
- Fire, Lightning or Explosion \$1,000,000. CSL
- Medical Expense \$5,000 Per Person

2. Automobile Liability:

- Bodily Injury/Property Damage \$1,000,000. CSL

3. Workers' Compensation:

- Part A – Statutory
- Part B - \$1,000,000. Each Accident - \$1,000,000.
Policy Limits - \$1,000,000. Each Employee

4. Professional Liability: \$1,000,000. CSL

5. Endorsements:

The following endorsements and other stated information is required on the original certificate of insurance:

- 90 days Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except Worker's Compensation;
- Waiver of Subrogation on all policies;
- The assigned project number and/or purchase order number.

6. Submission of Certificate of Insurance:

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to Houston Community College System within 30 calendar days after receipt of a written purchase order or some other duly executed contractual document. Mail the original certificate of insurance to:

Houston Community College System
Risk Management Office
PO Box 667517 (MC-1119)
Houston, Texas 77266

**ATTACHMENT NO. 9
HCC PROJECT NO. 07-40
HOUSTON COMMUNITY COLLEGE SYSTEM**

DETERMINATION OF GOOD FAITH EFFORT FORM

Proposer _____

Address _____

Phone _____

Fax Number _____

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

- _____ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.
- _____ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.
- _____ (3) Whether the Proposer documented reasons for rejection or met with the rejected small business to discuss the rejection.
- _____ (4) Whether the Proposer negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 10
SMALL BUSINESS UNAVAILABILITY CERTIFICATION FORM**

I, _____, _____
 (Name) (Title)

Of _____, certify that on the date(s) shown below, the small businesses listed herein were
 (Business name) contacted to obtain Bids for Materials or Services to be utilized on
 HCC Project No. 07-40

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

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

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

NOTE: This form to be submitted with all Proposer's documents for Waiver of small business participation. (See Instructions to Proposers)

Signature: _____
 (Proposer)

ATTACHMENT NO. 11

Project No. 07-40

SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE

Note: Vendors are to complete this form along with a **copy** of the Contractor and First Tier Subcontractor/Supplier Participation Form and return them in a separately sealed envelope addressed to:

**Houston Community College System
Procurement Operations/Small Business Development
Post Office Box 667517
Houston, Texas 77266-7517**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

ETHNICITY

GENDER

LOCATION

___ African American (AA)

___ Male

___ Houston (H)

___ Asian Pacific American (APA)

___ Female

___ Texas (T)

___ Caucasian (C)

___ Out of State (O)

___ Hispanic American (HA)

Specify State _____

___ Native American (NA)

___ Public Owned (PO)

___ Other (O) Specify _____

BUSINESS CLASSIFICATION

___ **DBE** Disadvantaged Business Enterprise

___ **SB** Small Business

___ **WBE** Women Owned Business Enterprise

___ **MBE** Minority Business Enterprise

___ **HUB** Historically Underutilized Business

___ Other: _____

Please provide information regarding certifying agency (if any)

Name of Agency

Certificate Number

Expiration Date

ATTACHMENT NO. 12

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: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 13

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: YES or NO
Have you been convicted of a felony? _____

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of : _____

sworn to and subscribed before me at _____

this the _____ day of _____, 2007

Notary Public for the State of : _____

ATTACHMENT NO. 14

STATE AFFIDAVIT

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, physical handicap, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and ensure nondiscriminatory employment practices.

Signed: _____

Name of Company: _____

Address of Company: _____

State of : _____

Sworn to and subscribed before me at _____

this the _____ day of _____, 2007.

Notary Public for the State of : _____

**ATTACHMENT NO. 15
BUSINESS QUESTIONNAIRE**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

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

If headquarters is located out of state, does that state have preferential treatment on Bids? _____
If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____
Title _____

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

Example: Newspapers (Chronicle, El Dia, Houston Star, African American News, etc.)(Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)

ATTACHMENT NO. 16

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 FIRST TIER 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 resulting from this bid and could be ineligible for future HCC contract awards.

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 17
VENDOR APPLICATION INSTRUCTIONS

Houston Community College System ("HCC") Procurement Operations has developed an online vendor application system. This system 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 HCC. 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 System Procurement Operations website and register as a vendor. The website address to access the vendor registration form is http://216.119.142.201/HCCS/Supplier_Registration_Form.asp

Once you have completed your application, please print out a copy of the completed application and submit it with your completed bid package. If you do not have internet access you are welcome to use a computer at any HCC library to access the website and register.

ATTACHMENT NO. 18

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity.

By Law this questionnaire must be filled with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 76.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of Person doing business with local government entity.

2 . Check this box if you are filing an update to a previous questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local government entity with respect to the expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local government entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
For vendor or other person doing business with local government entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to the Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10% or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7 _____ Date
Signature of person doing business with the government entity

**Houston Community College System
Procurement Operations**



SAMPLE CONTRACT DOCUMENTS

By and Between

HOUSTON COMMUNITY COLLEGE SYSTEM

AND

FOR

Utilities Audit and Conservation Management Services

HCC PROJECT NO. 07-40

SAMPLE CONTRACT EXHIBITS

**EXHIBIT A
PROPOSAL / AWARD FORM**

Note: (Attachment No. 1 of this solicitation may become Exhibit A in the resulting contract.)

**EXHIBIT B
SCHEDULE OF ITEMS AND PRICES**

Note: (Attachment No. 2 of this solicitation may become Exhibit B in the resulting contract.)

**EXHIBIT C
SCOPE OF SERVICES**

Note: (Attachment No. 3 of this solicitation may become Exhibit C in the resulting contract.)

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

Note: (Attachment No. 4 of this solicitation may become Exhibit D in the resulting contract.)

**EXHIBIT E
CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

Note: (Attachment No. 5 of this solicitation may become Exhibit E in the resulting contract.)

**EXHIBIT F
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION**

Note: (Attachment No. 6 of this solicitation may become Exhibit F in the resulting contract.)

**EXHIBIT G
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

Note: (Attachment No. 7 of this solicitation may become Exhibit G in the resulting contract.)

**EXHIBIT H
INSURANCE REQUIREMENTS**

Note: (Attachment No. 8 of this solicitation may become Exhibit H in the resulting contract.)