



Procurement Operations

**Request for Proposals (RFP)
For**

**Project Name: Program Management Services
Project No. 13-09**

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Cover Page	
Table of Contents	2
Summary of RFP	3
Scope of Services	6
Bond Project Descriptions	12
Instructions to Proposers	15

Forms to be completed and submitted with the Proposal, as appropriate.

Attachment No. 1 Proposal/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 Small Business Development Questionnaire
Attachment No. 6 Proposer's Certifications
Attachment No. 7 Conflict of Interest Questionnaire
Attachment No. 8 Financial Interests and Potential Conflicts of Interests

Note: Attachments 1, 6, and 8 must be signed and notarized.

HOUSTON COMMUNITY COLLEGE

I. REQUEST FOR PROPOSALS - SUMMARY

Date: January 2, 2013
Project Title: Program Management Services
Project No.: 13-09

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Reginald Harmon
Title: Sr. Buyer
Telephone: (713) 718-5029
Fax: (713) 718-2113
Email: reginald.harmon@hccs.edu

1. Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms to provide PROGRAM MANAGEMENT SERVICES as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

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

2. Award / Contract Approval:

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

3. Pre-Proposal Meeting: Mandatory Not mandatory Not Applicable

A pre-proposal meeting will be held in the **Procurement Operations department, 3100 Main Street (11th Floor, Room #11A07) Houston, Texas 77002 on January 14, 2013 at 10:00 AM (local time).**

4. Proposal Due Date/Time:

HCC will accept sealed proposals in original form to provide the required **PROGRAM MANAGEMENT SERVICES until 3:00 PM (local time) on February 1, 2013**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), and Houston, Texas 77002.

5. Number of Copies:

Submit one (1) original and nine (9) copies of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Proposal documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format. The front cover of each binder containing your Proposal should be clearly marked with the Project Name and Number, indicating the original and copies.

Note: Attachments 1, 6, and 8 must be signed and notarized.

6. Contract Term:

It is anticipated that the contract term will be thru the successful completion of all bond related projects, including individual project close-out covered under the \$425 million bond that was approved in the November 2012 Bond Referendum Election. The initial projection for the project duration is estimated at five (5) years.

7. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual. HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than January 16, 2013.

8. Inquiries and Interpretations:

Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the RFP will be notified of the addendum; and all addenda will be posted on the HCC Website. www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such in their proposal. Firms receiving this proposal other than directly from HCC are responsible for notifying HCC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an amendment is issued.

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

9. Commitment:

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for PROGRAM MANAGEMENT SERVICES 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 Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

10. Acquisition from Other Sources:

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire materials 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.

11. 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.

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

12. Obligation and Waivers:

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

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

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

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

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

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

HCC RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS INCLUDING SCOPE, STAFFING LEVELS, AND FEES WITH THE HIGHEST RANKED RESPONDER. IF AGREEMENT CANNOT BE REACHED WITH THE HIGHEST RANKED RESPONDER, HCC RESERVES THE RIGHT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED RESPONDER AND SO ON UNTIL AGREEMENT IS REACHED. WHEN AGREEMENT IS REACHED, HCC WILL SUBMIT ITS RECOMMENDATIONS TO THE BOARD OF TRUSTEES FOR APPROVAL AND AWARD OF THE CONTRACT.

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

Balance of page intentionally left blank.

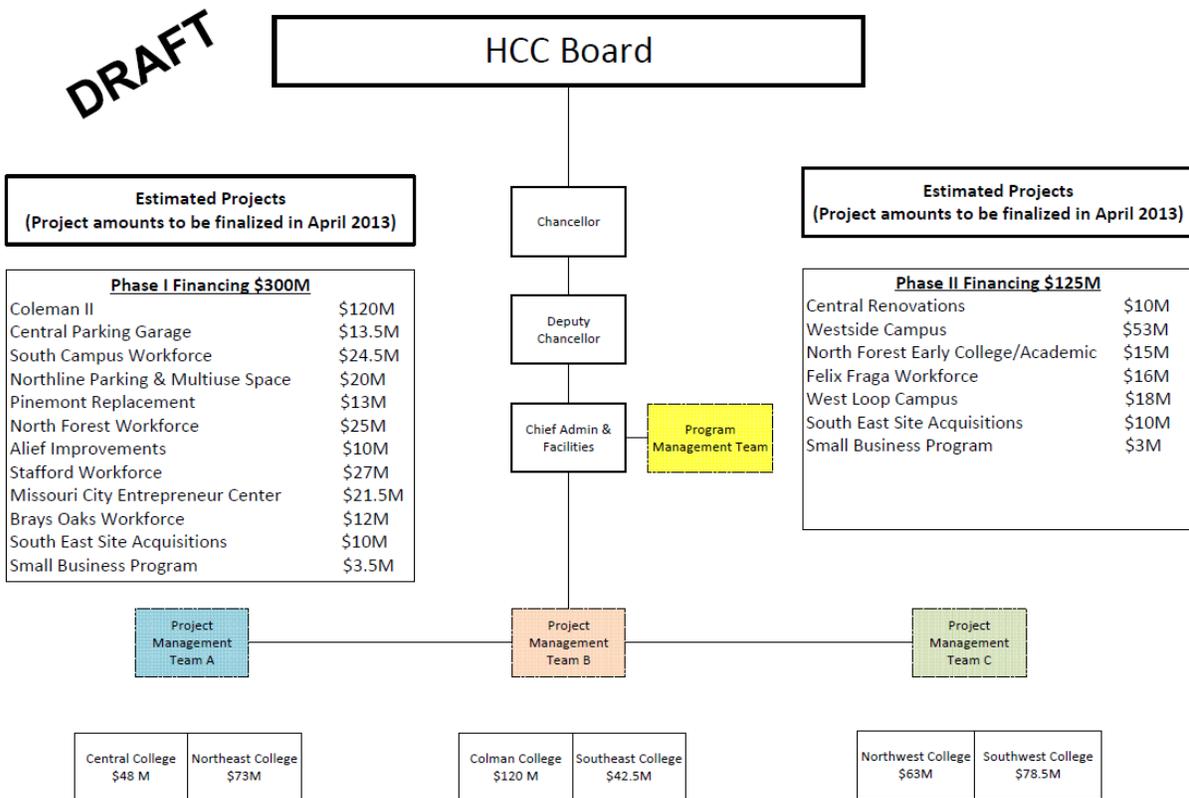
II. SCOPE OF SERVICES

HCC Project No.: 13-09

Program Management Services

A. General Overview

The Program Management Services will report to the Chief Administration Officer, and be in coordination with the staff of Facilities Construction Management Department. The Program Management Services will provide, in conjunction with the HCC's staff, management of the Capital Improvement Program, and the individual projects, which comprise the program. The Program Management Services will not be eligible to participate in the construction side of the projects. General concept is to award a single Program Management Services contract that will coordinate and manage all construction projects under the HCCs Bond Program in support of HCC Administration and the Facilities and Construction Department. The following is a draft diagram of the hierarchy being considered.



12/07/12

B. Introduction & Background

Houston Community College is one of the largest institutions of higher education in the country with more than 70,000 students each semester, including more international students (8%) than any community college in the country. With an inspiring vision, HCC will become an opportunity institution for every student we serve – essential to our community's success. To learn more about HCC visit our website at hccs.edu.

With the passage of HCC's bond program, HCC anticipates awarding a contract for program management services for the coordination and management of various projects and in support of HCCs Administration and the Facilities and Construction Department. The program may also include 3 to 4 Project Managers that will report to HCCs Administrator of Facilities & Construction. The project managers will be responsible for onsite coordination and management of construction activities as identified by HCC.

The program consists of building repairs and renovations, and building construction and education facilities. Services on this program will include project delivery strategies; management of all pre-design, design, and construction phase activities; cost control; schedule management; and quality assurance.

C. Scope of Services:

The Program Manager will report to the Chief Administration Officer, and be in coordination with the staff of Facilities Construction Management Department. The Program Manager will provide, in conjunction with the HCCs staff, management of the capital improvement program and the overall program strategy for the subsequent projects that will follow after program assessment for the individual projects, which comprise the program. **The Program Manager will not be eligible to participate in the construction side of the projects.**

The selected Program Management Firm will be responsible for a portion of the Program and HCCs objectives for the Program that includes innovative, yet proven processes, which will result in high quality facilities for the Bond Program with the highest level of integrity, ethics, business acumen, with the highest level of public accountability, and the highest and best deployment of taxpayer funds.

While the following tasks represent the majority of management, activities anticipated for this project, this is in no means, a comprehensive list of services. HCC is looking for firms that have solutions for these services that meet HCCs objectives, as well as, other ideas and recommendations that could improve the program. HCC will evaluate firms on their ability to provide the following services and in addition, on their unique approach, for innovation, provide program quality, reducing schedules and identifying cost saving opportunities.

The Program Manager shall provide a dedicated, **on-site** Program Management Team, with appropriate administrative support during the entirety of the Program. Membership of this team shall be stable, and any proposed personnel changes must be approved in advance by the HCC Representative.

D. Program Management Services

The Program Management Firm shall provide the following services; these services shall include, but not be limited to:

- 1) Coordinate and support the HCC Bond Program, interfacing with College Presidents, Stakeholders of various departments, and Representatives of outside organizations interfacing with the Facilities Construction Management Department.
- 2) Support HCC Procurement Operations Department in evaluating cost savings and effective purchasing of goods and services for the program.
- 3) Develop a Program Procedure Manual, which will provide the framework on how the program will be executed on a day-to-day basis. The manual will identify team member's roles and responsibilities, as well as, approval processes, lines of authority, reporting requirements, external communications with local College Presidents, Stakeholders, and any additional procedures necessary for the success of the program. The Program Procedure Manual shall incorporate all policies of Houston Community College (HCC) as adopted by the Board of Trustees, as well as, the requirements of the HCC Facilities Design Standards Guidelines to include local and state building authority's requirements.
- 4) Assist in the refinement of HCC Construction, Commissioning, IT, Security Standards, and F.F & E standards.
- 5) Provide a Commissioning and Building Envelope Agent or Services.
- 6) Assist in developing and maintaining a website for Public Information regarding the overall Bond Program status and maintenance of the site.
- 7) Assist in developing a Program Management Plan, which outlines and defines the Capital Improvement Scope, Schedule, and budgets by project.
- 8) Develop the criteria and a process to identify, prioritized, for various work items, interfacing with the Facilities Construction Management Department.
- 9) Provide Computer Scheduler/Analysts to develop and maintain a comprehensive master schedule within HCCs e-Builder Project Portfolio Management Software, which documents the sequence and timeframe for each Project within the Program. Reporting on the Program progress and status at regular, defined intervals, shall be sent to the HCC or as requested as well as, interfacing with the Facilities Construction Management Department.
- 10) Review program/project budgets developed to date and create a master program budget. Prepare and maintain Program's master budget incorporating the Cost Accounting Procedures. Produce cash flow models to track anticipated project receipts against projected expenditures, incorporating. Prepare periodic summaries of program expenditures for review.

- 11) Utilize a Document and Data Control Individual to work with the HCC's staff's e-Builder, a web-based project reporting system and associated processes, which can be used to monitor program/project status and support communication between team members. The system shall be used to track and control project information such as (e.g. contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, etc.).
 - 1) The Document and Data Control Individual may be required to manage all facets associated with the coordination and analysis of documents, drawings, and data associated with the HCC's Capital Improvement Program.
 - 2) The Document and Data Control Individual shall coordinate with the Facilities Construction Management Department to develop and maintain systems and procedures to store retrieve, analyze data, drawings, and other construction documents necessary for the design, operations, and management of HCCs District's facilities.
- 12) Report on the market climate and recommend strategies to minimize project delays, project scope creep, and maximize project budgets. Provide analysis of Program/Project delivery methods to determine an optimal construction framework to complete construction projects timely and to minimize school disruption. Participation and assistance in managing an HCC Internship Program.
- 13) As requested by the Chief Administration Officer, provide information sessions to the Board of Trustees regarding Program status and updates.
- 14) Develop an Outreach Program, Public Information Forum, and Open House to encourage qualified Architects, Engineers, Contractors, and Consultants to be part of the Program for, which there is Capacity Building.
- 15) Attend meetings as requested by HCC. Meetings may be conducted during or after regular business hours. Examples of the types of meetings, which the Program Manager may be requested to attend include:
 - a. Community Meetings
 - b. Project Review Meetings
 - c. Community Construction Advisory Committee
 - d. Coordination Meeting with HCC Staff
 - e. Local Governmental Agencies
 - f. Capital Bond Department Staff Meetings
 - g. HCC Board Meetings

E. Project Design Phase (Interfacing with the Facilities Construction Management Department) (Program Management)

- 1) Coordinate the design team's activities assuring that the design phase program and procedures are implemented by all parties.
- 2) Assist the Facilities Construction Management Department staff in the selection and assignment of project managers, architects, and engineers.
- 3) Assist in determining needs for surveying, geo-technical, and materials testing services, and other related services.

- 4) Review, implement, and monitor project schedule(s). Update master schedule as necessary to reflect any changes. The PM is responsible for the management of the design schedule and will undertake necessary action to ensure that the schedule is adhered to.
- 5) Implement and maintain cost control procedures throughout the Design Phase. Prepare a cost estimate and a value engineering assessment at the end of Schematics, Design Development and 80% Construction Documents, addressing constructability, possible cost-saving materials, sequencing of construction and/or construction techniques. Compare with the budget and cost estimates submitted by the Design Consultants and recommend revision or action, if required, to maintain project budgets.
- 6) Review in-progress design documents during each phase of design to protect the HCC against errors, inconsistencies, omissions, or vagueness in plans and specifications. Ensure that all designs comply with the HCC's Specifications and Design Requirements.
- 7) Conduct design and preconstruction progress meetings with the HCC, the Design Consultant and other appropriate parties. The PM will record, transcribe, and distribute a Design Progress Report to all attendees.
- 8) Develop a construction delivery strategy that meets the HCCs objectives and minimizes disruptions to the educational program.
- 9) Provide periodic reports that summarize design progress, schedule and cost status, changes and other significant project information.
- 10) Review design to recommend alternative solutions whenever design details affect construction feasibility or schedules, without assuming any of the Design Consultant's responsibilities or liabilities for design.
- 11) Develop phasing and occupancy plan and schedule in conjunction with the HCCs Facilities Construction Management Department staff and the Design Consultant that includes support for furniture, furnishings, and equipment purchase in order that adequate delivery times are included in project schedules.

F. Solicitation & Award Phase (Interfacing with the Facilities Construction Management Department) (Program Management)

- 1) Ensure specifications and drawings are available and finalized prior to sending requirements to the HCCs Procurement/Purchasing Specialist.
- 2) Coordinate with Procurement/Purchasing Specialist on all pre bid conference and site visit(s).
- 3) Identify and assist the Design Consultant in obtaining all necessary permits.

G. Project Management Oversight

- 1) Provide project management oversight services regarding scheduling, cost tracking and reporting for the following, but not limited to:
 - a. Demolition (In coordination with HCCs Construction Facilities Department) 1. Surplus Properties
 - b. Safety/Security Upgrades (In coordination with the HCC's IT Department & Police Department)
 - c. Intrusion Alarm System Replacements
 - d. College Based Radio Replacements
 - e. Video Recorder Upgrades
 - f. Digital Video Camera Upgrades
 - g. CCTV Additions

- h. Public Safety Weapons System Replacement
- i. Command Center Equipment Upgrades and Replacement

H. Technology Equipment and Infrastructure Upgrades (In coordination with the HCCs IT Department)

- 1) Large-Scale Additions, Renovations, and Modifications
- 2) Classroom Equipment Upgrades
- 3) Infrastructure Refresh
- 4) Wireless Access Upgrades
- 5) Telecom Infrastructure Upgrades
- 6) Digital Content Distribution Upgrades
- 7) Infrastructure Upgrades
- 8) Hardware Refresh
- 9) 21st Century Technology Upgrades

I. Other Duties and Responsibilities (Program Management)

- 1) Attend meetings as requested by HCC. Meetings may be conducted during or after regular business hours. Examples of the types of meetings, which the Program Manager may be requested to attend include:
 - a. Community Meetings
 - b. Project Review Meetings
 - c. Community Construction Advisory Committee
 - d. Coordination Meeting with HCC Staff
 - e. Local Governmental Agencies
 - f. Capital Bond Department Staff Meetings
 - g. HCC Board Meetings

Balance of page intentionally left blank.

III. HCC BOND PROJECT DESCRIPTIONS

PHASE 1

Coleman College

Coleman II Projected Program Budget \$120 Million

Project Description: New state-of-the-art healthcare educational building geared towards preparing students in the health sciences field.

Central College

Central Campus Central Parking Garage Projected Program Budget \$13.5 Million

Project Description: New parking garage with 600 – 1200 parking spaces which includes a multi-use space on the ground level to accommodate educational programs.

South Campus South Campus Workforce Building Projected Program Budget \$24.5 Million

Project Description: New educational building which will provide market-driven training, adult education, continuing education and vocational programs.

Northeast College

Northline Campus Northline Parking & Multiuse Space Garage Projected Program Budget \$20 Million

Project Description: New parking garage with 600 – 1200 parking spaces which includes a multi-use space on the ground level to accommodate educational programs.

North Forest Campus North Forest Workforce Building Projected Program Budget \$25 Million

Project Description: New educational building which will provide market-driven training, adult education, continuing education and vocational programs.

New Northeast Campus Pinemont Replacement Projected Program Budget \$13 Million

Project Description: New building containing campus and student support services for the various educational programs located at the campus.

Northwest College

**Alief Campus
Alief Improvements
Projected Program Budget \$10 Million**

Project Description: Update existing buildings to meet HCC MEP and IT Standards as well as maximize space requirements.

Southwest College

**Brays Oaks Campus
Brays Oaks Workforce Building
Projected Program Budget \$12 Million**

Project Description: New educational building which will provide market-driven training, adult education, continuing education and vocational programs as well as supporting infrastructure for the new campus.

**Strafford Campus
Strafford Workforce Building
Projected Program Budget \$27 Million**

Project Description: New educational building which will provide market-driven training, adult education, continuing education and vocational programs.

**Missouri City Campus
Missouri City Entrepreneur Center
Projected Program Budget \$21.5 Million**

Project Description: New building providing education and training to equip start-up entrepreneurs with the tools and relationships needed to succeed in today's economy.

PHASE 2

Central College

**Central Campus
Central Renovations
Projected Program Budget \$10 Million**

Project Description: Update existing buildings to meet HCC MEP and IT Standards as well as maximize space requirements.

Northeast College

**North Forest Campus
North Forest Early College/Academic Building
Projected Program Budget \$15 Million**

Project Description: New educational building to allow students the opportunity to take high school classes and college courses concurrently.

Northwest College

**Westside Campus
New Westside Campus
Projected Program Budget \$53 Million**

Project Description: New building containing campus and student support services for the various educational programs located at the campus. Site infrastructure to support building operations.

Southeast College

**Felix Fraga Campus
Felix Fraga Workforce Building
Projected Program Budget \$16 Million**

Project Description: New educational building which will provide market-driven training, adult education, continuing education and vocational programs.

Southwest College

**West Loop Campus
West Loop Campus Renovations
Projected Program Budget \$18 Million**

Project Description: Update existing buildings to meet HCC MEP and IT Standards as well as maximize space requirements.

Balance of page intentionally left blank.

IV. INSTRUCTIONS TO PROPOSERS

A. General Instructions:

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

B. Preparation and Submittal Instructions:

Respondents must complete, sign, and return the attached **documents in your request for proposal package:**

Attachment No. 1	Proposer/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	Small Business Development Questionnaire
Attachment No. 6	Proposer's Certifications
Attachment No. 7	Conflict of Interest Questionnaire
Attachment No. 8	Financial Interests and Potential Conflicts of Interest

Note: Attachments 1, 6, and 8 must be signed and notarized.

C. Document Format and Content:

- 1) Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- 2) Responses to this RFP must include a response to the proposal requirements set forth in Section 4, below.
- 3) Page Size, Binders, Dividers, and Electronic Copy

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

- 1) Table of Contents: Include with the proposal 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 proposal 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.
- 2) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- 3) Number of Copies: Submit **one (1) original and nine (9) copies** of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Proposal documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format. The front cover of each binder containing your Proposal should be clearly marked with the Project Name and Number, indicating the original and copies.
- 4) Submission: One (1) original and all required copies of the Proposal must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in The Request For Proposal-Summary, Section 5 and delivered to:

Houston Community College
Procurement Operations Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project Description: PROGRAM MANAGEMENT SERVICES
Ref: Project No. 13-09
Attn: Reginald Harmon, Sr. Buyer

- a. 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.

- b. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- c. Telephone proposals are not acceptable when in response to the Request for Proposal.
- d. Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

D. Proposer Response

General: Your Technical Proposal should clearly define (i) your Company'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/Services, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

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

1.1. Profile - Provide details as to the following:

- a. Briefly furnish background information about your firm and Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for services offered.
- b. Years in Business including date founded
- c. Legal form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor) number and location of offices, and principal lines of business.
- d. Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- e. Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- f. Sales Volume: Provide net sales data for the past three (3) years
- g. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- h. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- i. 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.
- j. Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability if the Proposer's employees.

1.2. Overview of the Firm: Provide a brief description of your firm, including the total number of managers and supporting personal, related to providing the services described in this solicitation, and the number of years the firm has been engaged in providing similar services in Texas. Explain how your firm is organized and how its resources will be applied to HCC's work.

1.3. Demonstrated Qualifications of Firm: This section should establish the ability of the firm (and its sub-consultant), if any to satisfactorily perform the required work. Provide examples of similar project experience; public institutions or public entities, preferred. HCC may verify all information furnished. As a minimum, include the following per project experience:

- a. Project Name, Location – Year Completed;
- b. Brief project description describing your experience, work performed by your firm and work subcontracted.

- c. Owner Name, title, and current phone number.

1.4. Firm's Financial Status:

- a. Provide evidence of the firm's financial stability including but not limited, any one or more of the following: the firm's audited financial statement for the last two (2) years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your short and long-term credit rating; a letter from the company's CPA attesting to the company's financial stability.
- b. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

1.5. Demonstrated Qualifications of Personnel: This section should discuss the staff of the responding firm who would provide the Program Management Services.

- a. Key Personnel: Identify the Key personnel that would be assigned to HCC and will provide the Work described in the Scope of Services. Please include the following:
 - 1) a brief description of their unique qualifications as it pertains to this Work,
 - 2) availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project,
 - 3) Respondent's job functions and office location.
 - 4) Designate the individual who is authorized to sign and enter into any resulting contract.
 - 5) Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the broker has been licensed in Texas, and/or other jurisdiction, and the number of years' of experience in providing Program Management or related services.
- b. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP

1.6. Past Performance Customer References:

- a. Your response must include a listing of at least three (3) customers for which you have provided **Program Management Services** of the type and kind required by this RFP. Your customer reference list shall include the company name; contact person including telephone #; email addresses; scope of services, start and ending contract value, and the period of time for which work was performed.
- b. Provide a reference list of all customers for whom you have performed work similar to the type of work described in this RFP during the past three (3) years. The List to include company name, contact person, telephone #, and email address (if known). The List must also be broken down in the following categories:
 - 1) Federal Government
 - 2) Local Governments
 - 3) Colleges and Universities
 - 4) K-12 School Districts
 - 5) Commercial/Industry
- c. Establish the ability of the respondent (and its sub-contractors), if any, to satisfactorily perform the required PM work. Provide examples of similar project experience, public institutions, or public entities, preferred. HCC may verify all information furnished. As a minimum, include the following per program experience:
 - 1) Program Name, Location – Year Completed; contract delivery method

- 2) Brief program description describing your experience, work performed by your firm, and work subcontracted.
- 3) Owner Name, title, and current phone number.
Program budget vs. final Program cost and describe any difference between them.

1.7. Technical Approach & Methodology:

- 1) **Note:** Proposer shall submit Technical Proposal responding to the following questions and requirements described in the Scope of Services.
- 2) **Implementation Plan:** Provide a detailed sample Program Management Procedure Manual identifying key tasks and milestone commencing date of contract award through construction. Your response should clearly define both your and HCCs responsibilities and resources required during the implementation phase.
 - a. Describe process and timing for the delivery of a Program Procedure Manual following contract award, which will provide the framework on how the program will be executed on a day-to-day basis. The manual should identify team member's roles and responsibilities, as well as, approval processes, lines of authority, reporting requirements, external communications with local College Presidents, Stakeholders, and any additional procedures necessary for the success of the program. The Program Procedure Manual should incorporate all policies of Houston Community College (HCC) as adopted by the Board of Trustees, as well as, the requirements of the HCC Facilities Design Standards Guidelines to include local and state building authority's requirements.
- 3) **Training:** Describe your training and development program of both full time and part-time personnel (i.e., students or temporary/contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.
- 4) **Quality:** Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
- 5) **Customer Satisfaction:** How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported
- 6) **Capabilities and Capacity:**
 - 1) Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.
 - 2) For the print work listed by HCC in the Scope of Services of this RFP, please identify any work for which your company will have to outsource all or a portion

of the work. If subcontractors will be required to provide any of the services requested in this RFP, please identify them and the role they will play.

7) **Program Management Services:**

Describe your firm's methodology for collaboration and providing information flow between HCC and all team members for the duration of the project:

- 1) Identify the means and methods to be used to develop communication protocol
- 2) Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action

Describe any program management tools or systems your firm will employ: for the duration of the project, which tracks HCCs projects with real time access to relevant project information tracks HCCs projects from start to finish capabilities in the areas of document control, document management, workflow updates, alerts and notifications, contract management and change management

8) **Communication Plan:** Please provide a sample communication plan of how, if your company is selected for contract award, you will introduce your company to the faculty, HCC staff, and students and advise them of your service offering; how to access/place orders; rate structure; etc. upon commencement of the contract and thereafter, on an ongoing basis.

9) **Respondent's Ability To Identify and Resolve Problems**

- 1) Describe your understanding of the administrative challenges and opportunities associated with providing Program Management Services, and your strategy for resolving any issues.
- 2) Describe your plan for communicating constructability, phasing, value engineering, and other budget options in a form that will quickly facilitate the HCCs decision-making.
- 3) Describe any conflicts with Clients, Consultants, Project Managers, Architects/Engineers, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.

10) **Respondent's Ability to Establish Budgets and Control costs on Projects.**

- 1) Describe your fiduciary and budget management responsibility as a Program Manager using contracts for publicly funded projects.
- 2) Describe your capabilities and method for developing complete project budget encompassing planning, design, and construction cost, management, consultant fees, other soft costs, FF&E costs and contingencies and cost estimating methods.
- 3) Describe your cost control methods during construction including examples of techniques used and the degree of accuracy achieved.
- 4) Describe your methodology for working with the Project Architect/Engineer and their consultants, contractor selection process and general oversight of all consultants throughout the program and projects.
- 5) Provide a sample of a cost estimates and describe your firm's method of preparation and distribution of cost reports to the Financial Consultant and HCC.
- 6) Describe 1) Your process for ensuring that the all documents provide the information necessary within each project and development of project specific budgets, and 2) Your process for analyzing project components and cost comparisons with the budget in order to assist HCC in the decision making process.

11) **Respondent's Ability to Meet Schedules on Past Projects.**

- 1) Describe how you will develop, maintain, and update the project schedule during each phase of the project and construction.
- 2) Describe your approach to assuring timely completion of projects, including methods for corrective actions/schedule recovery, if necessary. Provide examples of how these techniques may be used, including specific scheduling challenges/requirements and actual solutions.
- 3) Describe how you develop and maintain work schedules during all phases of the program; provide examples of how these techniques were used.
- 4) Provide details and examples on key aspects of the program such as:
 - a) Master project/program schedule
 - b) Adherence to design schedule
 - c) Project phasing and logistics
 - d) Major milestones
 - e) Construction schedules

12) Respondent's Knowledge of Current Construction Methodologies, Technologies, and Best Practices

- 1) Describe your quality assurance program. Explain the methods used to ensure quality control during all phases of the program and projects. Provide specific examples of how these techniques or procedures are used.
- 2) Describe your procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations for:
- 3) Establishing and tracking program and project objectives
- 4) Using project scope definition resources (i.e. Project Definitions Rating Index (PDR)) in order to obtain complete and accurate design and construction documents from the A/E
- 5) Partnering
- 6) Cost tracking
- 7) Change (order) management systems
- 8) Total quality management for each phase, including close-out and commissioning
- 9) Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.

1.8. Miscellaneous:

- 1) Student Intern Participation: This section shall include a clear statement of the firm's commitment and plan to utilize HCC student in an internship capacity.
- 2) Small Business Participation: This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.
- 3) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.
- 4) Please describe any special benefits or advantages in selecting your company and describe your company's specific knowledge, experience, and expertise in PROGRAM MANAGEMENT SERVICES.

Balance of page intentionally left blank.

V. FEE PROPOSAL SCHEDULE

A. Price Proposal:

- 1) Proposer shall complete and submit the Fee Proposal Schedule. Proposer may submit additional supporting information for HCCs consideration.

- 2) The Fee Proposal Schedule should be broken down as follows:
 - a) Lump Sum Fee – Proposer must include an estimated breakdown of person, hours and rates that will make up the Lump Sum Fee for each employee by project phase.

Lump Sum Fee _____ %

- b) Proposer must list the all personnel anticipated, which are intended to be by general category (e.g. project coordinator, estimator, scheduler, document reviewer, administrative assistant, clerical, etc.) including their proposed hours and rates. Proposer must provide as much detail as necessary in order for HCC to review and understand the proposed level of effort and resources to be committed to this project.

- c) Complete breakdown of proposed reimbursable expenses – Include a complete listing of material, services, and/or equipment for which you will expect to be reimbursed. Proposer must provide as much detail as necessary in order for HCC to review and understand the proposed reimbursable expenses anticipated.

NOTE: Requested information must be included in additional sheets as part of the proposal submittal (in print and electronic format) as described in Request for Proposal Summary (Section I.5).

Balance of page intentionally left blank.

VI. PROPOSAL EVALUATIONS

1. 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.

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Profile, Overview & Demonstrated Qualifications of Firm (See Section IV.D, 1.1, 1.2, 1.3)	
• Overview of firm/Organization stability	05
• Organization structure	05
Firm’s Financial Status (See Section IV.D, 1.4)	
• Strengths/Weaknesses	05
Demonstrated Qualifications of Personnel & Past Performance (See Section IV.D, 1.5, 1.6)	
• Experience of Key Personnel	15
• Staffing Plan	05
• Experience/ Performance on similar [Programs] Projects	10
Technical Approach and Methodology (See Section IV.D, 1.7)	
• Management approach, systems, & tools	10
• Master Program Plan, Total Quality Management (TOM), Communication, Work Plans, and Schedules	10
• Unique Capabilities/Resources	5
Price/Cost Proposal (See Section V)	
• Reasonableness of Fee Proposal Schedule	30
Small Business Commitment (See Section VII.4)	Acceptable/ Unacceptable
Total Points	100

2. Eligibility for Award:

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.

- b. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
 - 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - 3) Have a satisfactory record of past performance;
 - 4) Have necessary personnel and management capability to perform any resulting contract;
 - 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - 6) 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 proposal is so certifying to such non-delinquency;
 - 7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section VII Additional Conditions, Section 7 of this solicitation.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

Balance of page intentionally left blank.

VII. ADDITIONAL CONDITIONS

1. Contract Award:

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 3 of this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

2. 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.

3. 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.

4. Small Business Development Program (SBDP):

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized, and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age, disability, sexual orientation, or veteran status in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established **BEST EFFORT** as its goal for Small Business participation.
- d. **Good Faith Efforts:** HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - Document reasons for rejecting a firm that bids on subcontracting opportunities.

5. 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.

6. 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.

7. Prohibited Communications and Political Contributions:

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

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

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (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 that Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

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

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

Except as provided for in RFP Summary Section six (7), respondents are not to interact with System Staff or Board Members regarding the RFP until the Contractor has been selected and approved by the Board.

8. 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 HCCs

premises is strictly prohibited.

9. Taxes:

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC. The Program Manager 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.

10. Texas Public Information Act:

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("the Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

11. 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. HCCs fiscal year begins on September 1 and ends on August 31st.

12. Conflict of Interest:

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

Note: Attachment No. 9 and Attachment No. 10 shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments shall render your proposal non-responsive.

13. 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.

14. No Third Party Rights:

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

15. Withdrawal or Modification:

No proposal 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 proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal 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.

16. Validity Period:

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

17. Terms and Conditions:

The HCC General Terms and Conditions of Contracts shall govern any Purchase Order/Contract issued as a result of this solicitation (RFP). They may be viewed at:

http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf

Proposers may offer for HCCs consideration alternate provisions to the Terms and 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. Proposer's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

Balance of page intentionally left blank.

ATTACHMENT NO. 1

HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM

PROJECT TITLE: PROGRAM MANAGEMENT SERVICES

PROJECT NO.: 13-09

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 10: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Proposal Amendment Number(s): _____

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

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

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

Title: _____
(Type or Print)

State of _____

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

this _____ day of _____, 2013.

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)

Project No. _____

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

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

HOUSTON COMMUNITY COLLEGE

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

Signed By: _____

Title: _____

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. 13-09**

Proposer _____

Address _____

Phone _____

Fax Number _____

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

Section 1.

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

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

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

Section 2.

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

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

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

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

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

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

Section 3.

SELF-PERFORMANCE JUSTIFICATION

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

Signature of Proposer Title

Date

**ATTACHMENT NO. 3
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. 13-09**

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

_____,
 (Name of proposer's company) certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on this Project.

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

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

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

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

Signature: _____

**ATTACHMENT NO. 4
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM - HCC PROJECT NO. 13-09**

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

CONTRACTOR	Specify in Detail Type of Work to be Performed	Indicate below, the following: Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
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 By (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
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE
HCC PROJECT NO. 13-09**

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

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 6
PROPOSERS CERTIFICATIONS
HCC PROJECT NO. 13-09**

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 provision set forth in the RFQ. 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, 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 Proposer 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."

Balance of page intentionally left blank.

6. PROHIBITED CONTRACTS/PURCHASES:

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

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ day of _____, 201_.

Notary Public for the State of: _____

Balance of page intentionally left blank.

**EXHIBIT 2 - TO ATTACHMENT NO. 2
PROHIBITED CONTRACTS/PURCHASES
PROJECT NO. 13-09**

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

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

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

Definitions:

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>		

Adopted 06/29/2007

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

**ATTACHMENT NO. 8
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. 13-09**

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:

**Houston Community College System
Attn: Office of Systemwide Compliance, Compliance Officers
3100 Main St, 12th Floor
Houston, TX 77002**

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

Section 1 - Disclosure of Financial Interest in the Vendor

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

Name: _____
Address: _____

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

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

sole proprietorship stock partnership

other (explain): _____

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

State of _____

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

this the _____ day of _____, 201_.

Notary Public for the State of: _____