



**procurement
operations**

Request for Proposals (RFP)

For

Maintenance Painting Services

Project No. 09-36

REQUEST FOR PROPOSALS

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<u>Sample Contract Documents</u>	
(The resulting contract will include at least the following documents)	
Exhibit A: Proposal /Award Form	
Exhibit B: Schedule of Items and Prices	
Exhibit C: Scope of Services	
Exhibit D: General Terms and Conditions	
Exhibit E: Contractor & Subcontractor/Supplier Participation Form, if appropriate	
Exhibit F: Insurance Requirements, if appropriate	
Exhibit G: Subcontractor Payment Certification Form, if appropriate	
Exhibit H: Subcontractor Progress Assessment Form, if appropriate	

HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: May 15, 2009
Project Title: Maintenance Painting Services
Project No.: 09-36

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Jeffery B. Austin
Title: Supervisor, Procurement
Telephone: (713) 718-2777
Fax: (713) 718-2113
Email: jeffery.austin@hccs.edu

Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms to provide pricing by square feet for exterior painting, interior painting, and multi-story painting projects that require scaffolding using a specified grade of paint and materials. A minimum of 50,000 square feet of exterior painting and 50,000 square feet of interior painting must be accomplished per year at various HCC properties. All services will be provided in accordance with scope of services, Attachment No. 3.

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 Attachment No. 4.

Pre-Proposal Meeting: ___Mandatory ___X___Not mandatory

A pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (11th Floor, Room #11A07) Houston, Texas 77002 on May 22, 2009 at 10:00 AM (local time).

Proposal Due Date/Time: HCC will accept sealed proposals in original form to provide the required Maintenance Painting Services until 10:00 A.M. (local time) on June 5, 2009. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. NOTE: Proposals will not be opened publicly.

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

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

INSTRUCTIONS TO PROPOSERS

1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Maintenance Painting Services in accordance with the **Scope of Services** contained in this solicitation (Attachment No. 3).

2. **Proposal Submittal**

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

- Proposal /Contract Award Form (Attachment No. 1)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) *** Mail separately
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)
- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No.
Attn: Jeffery B. Austin, Procurement Supervisor

3. **Eligibility for Award**

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those 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:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments:
 - Have a satisfactory record of past performance:
 - Have necessary personnel and management capability to perform any resulting contract:
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency:
 - Be qualified with a minimum of three (3) years documented experience.
 - 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 in Section 3 (c) 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 13 of this solicitation

4. **Preparation of Proposal**

a. **Technical Proposal:**

The technical proposal shall include, as a minimum, the following information:

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes "key" staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer's commitment to utilize HCC students in an internship capacity with the firm.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and professional staff composition. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation.

- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed “key” staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified.
- **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.

b. Price Proposal:

The price proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachment No. 2, Schedule of Items and Prices).

5. Evaluation Criteria

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

<u>FACTOR</u>	<u>Percentage Weight</u>
• Project Understanding and Management:	20%
• Qualifications and Experience of Firm:	15%
• Qualifications and Experience of Personnel:	15%
• Price Proposal	15%
• Small Business Participation	35%
	Total: 100%

6. 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 or 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.

7. Postponement of Proposals Due Date/Time

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

8. Oral Presentations

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

9. Small Business Development Program (SBDP)

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime

contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.

- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established **35%** percent of the total amount of the proposal as its goal for Small Business participation.
- d. **Good Faith Efforts:** HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **Small Business Compliance**

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

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

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

12. **Internship Program**

- a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.
- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

13. **Prohibited Communications**

Except as provided in exceptions below, the following communications regarding 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 on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

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

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

14. Drug Policy

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

15. Taxes

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

16. Explanation to Proposers

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at www.hccs.edu. Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.

17. **Texas Public Information Act**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("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.

18. **Appropriated Funds**

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

19. **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 Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 16, Conflict of Interest Questionnaire Form.**

20. **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.

21. **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.

22. **Submission Waiver**

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

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM

PROJECT TITLE: Maintenance Painting Services

PROJECT NO.: 09-36

Name of Proposer/Contractor: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Proposal Amendment Number(s): _____

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

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)

Project No. 09-36

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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2009

Signed By: _____

Title: _____

ATTACHMENT NO. 2 (Page No. 12 – 18)

SCHEDULE OF ITEMS AND PRICES FOR MAINTENANCE PAINTING SERVICES

The Contractor shall furnish all resources and services necessary and required to provide Maintenance Painting Services, in accordance with **scope of services**, and the general terms and conditions of the sample contract documents for the price(s) listed herein.

PRICING:

- a. Pricing is to be labor, plus materials with a reasonable markup for overhead and profit (see Price form, located on page 18.)
- b. Square foot pricing should be quoted at your desired billing rate for routine hours and overtime hours.)
- c. All paint products must be billed at cost, plus a reasonable markup to cover overhead, warranty and profit. Consumables surface preparation materials are to be included in labor cost.

PRE-WORK INSPECTION and WORK SCOPE COST ESTIMATING:

The maintenance painting contractor will be contacted by HCC personnel to perform visual inspection of proposed work sites to calculate cost of proposed work and to become familiar with conditions under which work is to be performed. The contractor will submit a written proposal for the scope of work as per the itemized pricing structure contained in this schedule of Items and Prices. Lumps sum proposal will not be accepted under this contract. A purchase order will be issued to the contractor authorizing any work for painting services.

Inspections of proposed work sites will determine the condition of existing painted surfaces and thereby the surface preparation and number of and type of paint coats required.

- Inspections will determine if each particular paint finish is doing the job intended for that surface and if necessary recommend a change in the type of paint finish to upgrade the protective or decorative qualities desired for general appearance and practical economy of maintenance.
- The inspecting contractor will measure and calculate the area of each type of surface to receive a paint finish.
- The inspecting contractor, utilizing the foregoing data will project an estimated cost of paint products for the proposed job and calculate labor cost to apply those finishes based on bid established labor and overhead prices quoted per square foot per surface type.

INTERIOR: Type II Surface, Type III Surface, Type IV Surface

EXTERIOR: Type V Surface (wood and metal painted for T-Buildings); Type 1 (Wood and Metal painted – other than T-Buildings).

Houston Community College
Request for Proposal
Project No. 09-36
Project Name: Maintenance Painting Services
Attachment 2 (cont'd)

Specifications/Contract Painting Services

MAINTENANCE PAINTING - INTERIOR

Type II Surface	Conditions of Surfaces	Preparation of Surfaces	Repainting Surfaces
Walls and Ceilings <ul style="list-style-type: none"> • Drywall • Plaster • Concrete 	General	Remove failed coatings to a sound substrate. Feather edge adhered coatings to smooth transition between layers of paint Surface to be sound, clean dry sealed and free of loose paint, dirt, oil, grease, wax, or other contamination	Failed coatings removal: apply bonding primer (barrier coat) to entire surface of failed coatings Prime: One coat Acrylic primer
	Change finish flat to gloss	Prime all existing flat finished to ensure adhesion of gloss enamel	Flat wall paints, Semi-Gloss Acrylic, Oil Base, Incredicoat Finish: Two coats
	Glossy Surface	Dull glossy surfaces by scuff sanding or washing with T.S.P. and water, rinse clean	Semi-Gloss Enamel Acrylic, Latex or Alkyd Semi-Gloss Enamel, Latex or Alkyd
	Surface Imperfections	Patch minor cracks and holes with spackling compound	
	Voids Between Surfaces	Voids around doors, windows, cabinets, etc. should be caulked with sealant	Gloss Enamel, Latex or Acrylic or Alkyd
	Adjacent surfaces	Mask or cover surfaces not to be refinished	

Labor per square foot to remove failed coatings for an Interior Type II Surface
\$_____ Normal hours; \$_____ Overtime hours

Labor per square foot to apply barrier/bonding coat primer for an Interior Type II Surface
\$_____ Normal hours; \$_____ Overtime hours

Labor per square foot to perform necessary surface preparation and apply the appropriate primer for an Interior Type II Surface
\$_____ Normal hours; \$_____ Overtime hours

Labor per square foot to apply two finish coats for an Interior Type II Surface
\$_____ Normal hours; \$_____ Overtime hours

Authorized Company Signature Printed Name Date

Specifications/Contract Painting Services

MAINTENANCE PAINTING - INTERIOR

Type III Surface	Conditions of Surfaces	Preparation of Surfaces	Repainting Surfaces
Painted Wood Metal and Wood Handrail	General	Dull glossy surfaces by scuff sanding or washing with T.S.P. and water. Rinse clean.	Failed coatings removal: apply bonding primer (barrier coat) to entire surface of failed coatings
	Glossy Surfaces	Remove failed coatings to a sound substrate. Feather edge adhered coatings to smooth transition between layers of paint Surface to be sound, clean, dry, primed and free of loose paint, rust, oil, wax or other contamination.	Prime: One coat Acrylic primer Finish: Two coats Semi-Gloss, Alkyd Enamel Gloss, Alkyd Enamel Prime: One coat Enamel Undercoat-Latex Finish: Two coats Satin, Latex Enamel Semi-Gloss, Latex Enamel Gloss, Latex Low odor latex enamels, fast drying, scrubable finish is recommended for use in classroom areas.

Labor per square foot to remove failed coatings for an Interior Type II Surface
\$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to apply barrier/bonding coat primer for an Interior Type II Surface
\$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to perform necessary surface preparation and apply the appropriate primer for an Interior Type II Surface
\$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to apply two finish coats for an Interior Type II Surface
\$ _____ Normal hours; \$ _____ Overtime hours

Authorized Company Signature Printed Name Date

Specifications/Contract Painting Services

MAINTENANCE PAINTING - INTERIOR

Type IV Surface	Conditions of Surfaces	Preparation of Surfaces	Repainting Surfaces
Wood: <ul style="list-style-type: none"> • Stained and Varnished 	General	Remove failed coatings to a sound substrate. Feather edge adhered coatings to smooth transition between layers of paint	Natural Finishes: Two coats – Water Based Polyurethane Varnish or Water Based Urethane.
	Glossy Surfaces	Sand woodwork to cut hard glazed finish and dust to wash clean Dust and dirt should be removed by washing with detergent and warm water and rinse clean. Remove grease and wax with minerals spirits, followed by a thorough washing with T.S.P. and hot water and rinse clean. Surface to be sound, clean, dry, primed and free of loose paint, rust, oil, wax or other contamination.	

Labor per square foot to remove failed coatings for an Interior Type II Surface
 \$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to apply barrier/bonding coat primer for an Interior Type II Surface
 \$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to perform necessary surface preparation and apply the appropriate primer for an Interior Type II Surface
 \$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to apply two finish coats for an Interior Type II Surface
 \$ _____ Normal hours; \$ _____ Overtime hours

Authorized Company Signature

Printed Name

Date

Specifications/Contract Painting Services

MAINTENANCE PAINTING - EXTERIOR

Type V Surface	Conditions of Surfaces	Preparation of Surfaces	Repainting Surfaces
Wood and Metal Painted for T-Buildings	General	Pressure wash to remove mildew, mold and all contaminates Remove failed coatings to a sound substrate. Feather edge adhered coatings to smooth transition between layers of paint Surface to be sound, clean dry sealed and free of all contaminates	Failed coatings removal: apply bonding primer (barrier coat) to entire surface of failed coatings <u>Wood Surfaces:</u> Exterior Primer, Alkyd Stain Resistant Primer, Acrylic
	Dirt & Dust	Remove by washing and/or dusting with stiff bristle brush.	Finish: Two coats Flat, Low Sheen – Acrylic Latex Semi-Gloss – Acrylic Latex Semi-Gloss - Alkyd Enamel <u>Metal Surfaces:</u> Prime: One Coat Red Oxide or Acrylic Metal Primer Finish: Two coats Flat, Low Sheen – Alkyd Synthetic Gloss – Alkyd Synthetic Flat – Acrylic Latex
	Oil & Grease	Remove with minerals spirits followed by washing with T.S.P. and water. Rinse clean.	
	Rust	Remove rust by mechanical abrasion methods.	
	Chalk	Remove all chalk by hand or power tools to sound surface. Use sand or water blast cleaning as required.	
	Peeling	Loose paint must be removed by scraping, sanding, wire brushing or other abrasion methods.	
	Bare Wood/Metal	Spot prime bare surfaces (1) Wood – Exterior Primer (2) Metal, Ferrous – Red oxide primer or other rust inhibitors.	
	Glossy Surface	Dull gloss surface by scuff sanding	
	Surface Imperfections	Wood surfaces – putty nail holes & cracks	
Voids between Surfaces	Caulk cracks between adjoining surfaces with sealant		

Labor per square foot to remove failed coatings for an Interior Type II Surface
\$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to apply barrier/bonding coat primer for an Interior Type II Surface
\$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to perform necessary surface preparation and apply the appropriate primer for an Interior Type II Surface
\$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to apply two finish coats for an Interior Type II Surface
\$ _____ Normal hours; \$ _____ Overtime hours

Authorized Company Signature Printed Name Date

Specifications/Contract Painting Services

MAINTENANCE PAINTING - EXTERIOR

Type I Surface	Conditions of Surfaces	Preparation of Surfaces	Repainting Surfaces
Walls and Ceilings <ul style="list-style-type: none"> • Drywall • Plaster • Concrete 	General	Pressure wash to remove mildew, mold and all contaminates Failed coatings removal: apply bonding primer (barrier coat) to entire surface of failed coatings Surface to be sound, clean dry sealed and free of all contaminates.	Failed coatings removal: apply bonding primer (barrier coat) to entire surface of failed coatings <u>Wood Surfaces:</u> Exterior Primer, Alkyd Stain Resistant Primer, Acrylic Finish: Two coats Flat, Low Sheen – Acrylic Latex Semi-Gloss – Acrylic Latex Semi-Gloss - Alkyd Enamel <u>Metal Surfaces:</u> Prime: One Coat Red Oxide or Acrylic Metal Primer Finish: Two coats Flat, Low Sheen – Alkyd Synthetic Gloss – Alkyd Synthetic Flat – Acrylic Latex
	Glossy Surfaces	Sand woodwork to cut hard glazed finish and dust to wash clean	
	Oil & Grease	Remove with minerals spirits followed by washing with T.S.P. and water. Rinse clean.	
	Rust	Remove rust by mechanical abrasion methods.	
	Chalk	Remove all chalk by hand or power tools to sound surface. Use sand or water blast cleaning as required.	
	Peeling	Scraping, sanding, wire brushing or other abrasion methods. Must remove loose paint.	
	Bare Wood/Metal	Spot prime bare surfaces (1) Wood – Exterior Primer (2) Metal, Ferrous – Red oxide primer or other rust inhibitors.	
	Glossy Surface	Dull gloss surface by scuff sanding	
	Surface Imperfections	Wood surfaces – putty nail holes & cracks	
Voids between Surfaces	Caulk cracks between adjoining surfaces with sealant		

Labor per square foot to remove failed coatings for an Interior Type II Surface
 \$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to apply barrier/bonding coat primer for an Interior Type II Surface
 \$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to perform necessary surface preparation and apply the appropriate primer for an Interior Type II Surface
 \$ _____ Normal hours; \$ _____ Overtime hours

Labor per square foot to apply two finish coats for an Interior Type II Surface
 \$ _____ Normal hours; \$ _____ Overtime hours

Authorized Company Signature Printed Name Date

I. Pricing for Equipment and Other Charges:

Lift \$ _____ per day

Lift \$ _____ per day

Scaffolding \$ _____ per day

Scaffolding \$ _____ per week

Pressure washing \$ _____ per square foot

Moving furniture \$ _____ per square foot

II. Materials Cost plus Markup _____ %

Materials include paint, sundries, tools, equipment necessary to perform maintenance painting services other than items listed above.

For each job, the Contractor shall provide a scope of work and itemized pricing for a particular job after an on-site review.

Authorized Company Signature

Printed Name

Date

ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
MAINTENANCE PAINTING SERVICES

I. SCOPE:

The Contractor shall provide all necessary personnel, equipment, materials and any other resources required to provide maintenance painting services to HCC on an "as needed" basis. Maintenance painting services will include protective and decorative coatings to common exterior and interior surfaces to provide term resistance to weathering, protection from damage by corrosion, practical economy of maintenance and an attractive appearance. Work includes the proper preparation of surfaces, furnishings of materials, labor and equipment and all necessary supplies in order to make a complete job of painting all previously painted surfaces of an assigned area.

II. REQUIREMENTS:

The Contractor shall provide protective and decorative repainting services to HCC on an "as needed" basis, and as set forth herein.

III. WARRANTY:

The Contractor shall warrant the work to include labor and product material for one year against becoming unserviceable or causing objectionable appearance resulting from either defective, or non-conforming materials and workmanship in either surface preparation or product application.

Defects shall include, but not be limited to the following:

- Noticeable Discoloration, Streaking, Blooming, Darkening, or Fading
- Mildewing
- Peeling, Cracking, Blistering, Alligating, or Releasing from the Substrate
- Chalking or Dusting Excessively
- Changing Sheen in irregular Fashion
- Softening or becoming Tacky

IV. GENERAL INFORMATION:

Regulatory – Requirements

All materials and application thereof, must comply with the Fire Marshal and air pollution control requirements and necessary scaffolding shall conform to OSHA regulations and local ordinances.

V. PROTECTION:

Contractor shall employ safe working practices at all times while on HCC property.

Contractor shall erect and maintain safeguards for safety and Reasonable protection to prevent damage, injury or loss to students, staff, employees or property.

Contractor shall take necessary and/or extensive precautions when performing work to protect the adjacent work and surrounding area from damage or splatters.

Contractor shall keep premise clean and surrounding area free from accumulation of waste materials, or rubbish caused by operations. After completion of the work contractor shall clean site of all debris; contractor shall remove from and about the project site waste materials and rubbish, the contractor's tools, construction equipment and machinery.

HCC is not responsible for materials and substances brought to the site by the contractor or left on the jobsite by the contractor.

VII. SURFACE PREPARATION:

- A. Surface preparation shall be in accordance with the printed recommendations of the paint manufacturer.
- B. Surfaces to be finished must be clean, dry and free of dirt, oils, loose paint or any other contamination that would adversely affect adhesion, protective properties or appearance of the coating.
 - 1) Remove all loose, chipped, peeling or blistered paint by sanding, scraping or water/sand blasting, etc.
 - 2) All oil, grease, dirt or other foreign matter shall be removed by washing with a solution of tri-sodium phosphate and water, rinse and allow surface to dry. Exterior surfaces are to be pressure washed in order to remove any residual contaminates. Pressure wash with a solution of biodegradable tri-sodium phosphate (TSP), bleach and water at a pressure of 2500 psi.
 - 3) If efflorescence, alkali or glazed surfaces exist, neutralize with diluted muriate acid wash followed by thorough water rinse.
 - 4) Point up mortar joints, cracks, voids and other surface defects with suitable patching compounds. Examine all surfaces on work site to determine job conditions and degree of surface preparation necessary for a first class job.

VIII. WORKMANSHIP:

Contractor shall supervise and direct the work using the contractor's best skill and attention. The contractor shall be responsible for means, methods, techniques, sequences and procedures for coordinating all portions of work and the safe performance of the work and safety of the jobsite.

All work shall be done by experienced skilled craftsmen and completed in a workmanlike manner according to good standards and practices. All finishes shall be applied in accordance with manufacturers printed directions. All finishes shall be applied evenly and free sags, skips or other defects. All painting services, steps and techniques for the various types of surfaces listed herein this RFP shall be adhered to accordingly.

- Leveling: Apply finish with proper consistency and quantity so paint flows out to a level surface free of brush and roller marks, bubbles,

dust, runs, sags and holidays. Spread coatings evenly.

- Appearance: Provide uniform color, texture and sheen.
- Neatness: Do not smear, spatter, or run coatings over adjoining colors or materials. Cut-in lines shall be straight.

IX. PAIN T THICKNESS:

Provide the following minimum dry film thickness per coat:

1. Interior: 1 mil.
2. Exterior:
 - a. Latex Paints: 1 mil.
 - b. Oil Paints: 1.5 mil.
 - c. Primer: 1.5 mil.
3. Thickness Test: Use visual observation gauge that measures "V" shape Scratch.

X. CLEANING:

Upon completion of the work, remove all spattering, spots and blemishes caused by this work. Remove all extra materials from the job site and leave buildings and grounds in neat clean and finished condition.

XI. MATERIALS and COLOR:

All maintenance painting products selected for resurfacing must confirm with and be compatible to existing surface finishes. Bond primer coats shall be applied between existing surfaces and final finish coat when a concern for color coverage or product compatibility exists. Paint products shall be a number one grade commercial. The proper amount of coats applied shall be followed as stated for five types of surfaces shown in Attachment No. 2.

XII. ACCEPTABLE MANUFACTURERS:

The following are acceptable manufacturers, subject to specification compliance:

- PPG Industries (Pittsburg Paint)
- Sherwin William's Company
- Kelly-Moore Paint Company
- ICI Paints

XIII. INSPECTION FINAL:

All work is subject to acceptance by the Director of Maintenance or his representative.
Any work that does not conform to the specification requirements shall be corrected by the painting contractor at no cost to HCC.

ATTACHMENT NO. 4

GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

2. **Contract Term**

The contract term for contract(s) awarded resulting from this solicitation will be three (3) years with **Two (2)**, one-year renewal options, at HCC's sole discretion, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the resulting contract. All contract renewal or extensions may be subject to approval by the Board of Trustees.

3. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.

4. **Compliance with Laws**

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

5. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

6. **Termination for Convenience**

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

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor, all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

8. **Third Party Rights**

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a

party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

9. Ethics Conduct

Any breach of any HCC ethics policies, rules or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC solicitations, proposal awards, orders and contracts.

10. Conflict of Interest

HCC expects the Contractor to comply with Chapter 176 of the Texas Education Code and that failure to comply is grounds for termination of the Contract.

11. Small Business Development Program (SBDP)

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment 7 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

For this Contract, HCC has established **35%** percent of the total contract amount as the small business participation goal.

12. Small Business Compliance

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

13. Prime Contractor/Contract for Services

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

14. Changes

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written acceptance and direction of HCC. Notwithstanding the foregoing, any increase in the cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

15. Insurance Requirements

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

16. Indemnification

The Contractor shall indemnify, defend and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character

(including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extracontractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

17. Independent Contractor

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that contractor's employees shall be paid by the contractor; that contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents

18. Assignment

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

19. Notices

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

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

Contractor:

ATTN: _____

20. Invoicing and Payment

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

Houston Community College
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 09-36 and the applicable purchase order number.

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

21. Appropriated Funds

The purchase of any service or product under the resulting contract beyond the initial contract period 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 contract by giving the contractor a thirty (30) day written notice of its intention to 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 comes first. HCC's fiscal year begins on September 1 and ends on August 31st.

22. Entire Agreement

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

23. Employee Criminal Background Checks

The Contractor(s) shall maintain criminal background check records on each employee who services HCC and has reason to visit any HCC college, campus or facility. Criminal background checks must be secured on each employee on an annual basis and all information regarding the criminal background check must be maintained by the Contractor and made available to HCC representative(s) upon written request by HCC.

24. Quantity

There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HCC under this Contract. The Contractor shall furnish all required services to HCC at the stated price(s) in the Schedule of Items and Prices, when and if requested by HCC.

25. Performance and Payment Bonds

The Contractor shall provide a performance bond to HCC in an amount equal to one hundred percent (100%) of the contract amount if the contract amount exceeds \$100,000. A payment bond shall also be provided to HCC in an amount equal one hundred percent (100%) if the contract amount exceeds \$25,000. Each bond shall be made payable to Houston Community College and shall be provided to HCC within fifteen (15) business days after receipt of a request to provide such payment or performance bond. Failure to provide the bonds to HCC within the time period specified herein, the contract shall therein be considered null and void. The bonds shall be in the form of bonds issued by a surety licensed in the State of Texas and can provide such bonds in the amounts required and meets the requirements of the contract terms and conditions.

26. Audit and Availability of Records

The Contractor shall make available, at its office at all reasonable times, the records associated with performance under this contract for examination, audit, or reproduction, until three (3) years after final payment is made under this Contract.

ATTACHMENT NO. 5

DETERMINATION OF GOOD FAITH EFFORT

Proposer _____

Address _____

Phone _____

Fax Number _____

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

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

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 6
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

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 Project #09-36.

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. 7
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

Note: Vendors are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope to:

**Houston Community College
Procurement Operations/Small Business Representative
Post Office Box 667517
Houston, Texas 77266-7517
Ref: HCC Project No. 09-36**

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>
___ African American (AA)	___ Male	___ Houston (H)
___ Asian Pacific American (APA)	___ Female	___ Texas (T)
___ Caucasian (C)		___ Out of State (O)
___ Hispanic American (HA)		Specify State ___
___ Native American (NA)		___ Public Owned (PO)
___ Other (O) Specify _____		

BUSINESS CLASSIFICATION

- | | |
|--|---|
| ___ DBE Disadvantaged Business Enterprise | ___ SB Small Business |
| ___ WBE Women Owned Business Enterprise | ___ MBE Minority Business Enterprise |
| ___ HUB Historically Underutilized Business | ___ Other: _____ |

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 9

NON-DISCRIMINATION STATEMENT

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

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 9

NON-DISCRIMINATION STATEMENT

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

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 10

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.

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2009

Notary Public for the State of: _____

ATTACHMENT NO. 11

AFFIDAVIT FORM

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

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

this the _____ day of _____, 2009.

Notary Public for the State of: _____

ATTACHMENT NO. 12
BUSINESS QUESTIONNAIRE

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

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

If headquarters is located out of state, does that state have preferential treatment on Proposals? _____

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

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

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

ATTACHMENT NO. 13

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 = 35 %

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 resulting from this proposal and could be ineligible for future HCC contract awards.

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 14

VENDOR APPLICATION INSTRUCTIONS

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 http://hccs.aecglobal.com/Supplier_Registration_Form.asp

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

ATTACHMENT NO. 15

INSURANCE REQUIREMENTS

The insurance coverage and limits listed below are the minimum requirements that the Vendor/Contractor shall carry during performance of the Maintenance Painting Services, Project No. 09-36.

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

1. Occurrence / Personal Injury / Advertising /	
2. Products / Completed Operations	\$1,000,000 CSL
3. Annual Aggregate	\$2,000,000 CSL
4. Products Aggregate	\$2,000,000 CSL
5. Fire, Legal	\$1,000,000 CSL
6. Medical Expense	\$5,000 Per Person

2. Automobile Liability:

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

3. Workers Compensation:

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

The following endorsements and other stated information is required on the Certificate of Insurance:

- 90 Day Notice of Cancellation
- Houston Community College System be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law)
- Waiver of Subrogation on all policies
- The assigned HCC Project No. 09-04

The original certificate of insurance, indicating the cover, limits and endorsements stated herein, shall be furnished to Houston Community College within **14** calendar days after receipt of a Written purchase order or some other duly executed contractual document. Mail the original certificate of insurance to:

Houston Community College
Risk Management Office
Post Office Box 667517 (MC-1119)
Houston, TX 77266

Note: CSL denotes "Combined Single Limit"

ATTACHMENT NO. 16

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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 style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">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 style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; text-align: center;">_____</p> <p style="text-align: right; text-align: center; font-size: small;">Date</p>		

Adopted 06/29/2007



**procurement
operations**

Sample Contract Documents

By and Between

Houston Community College

And

For

Project No. 09-36

SAMPLE CONTRACT EXHIBITS

EXHIBIT A PROPOSAL / AWARD FORM

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

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

EXHIBIT C SCOPE OF SERVICES

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

EXHIBIT D GENERAL TERMS AND CONDITIONS

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

EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

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

EXHIBIT F INSURANCE REQUIREMENTS

Note: (Attachment No. 15 of this solicitation may become Exhibit F in the resulting contract.)

EXHIBIT G SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION

EXHIBIT H PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED

EXHIBIT G

**HOUSTON COMMUNITY COLLEGE
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM**

- Instructions:** 1. This form shall be completed and signed by an officer of the subcontractor's company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.
2. The prime contractor shall attach this completed form to each invoice for payment submitted to HCC/Acct. Dept.

PROJECT NO./TITLE: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS: _____

I hereby certify that the above firm has received payment on _____ from _____ -
(Date) (Prime Contractor)

In the amount of \$_____ as full payment of our Invoice No. _____ dated _____

for work performed during _____ under Contract/Project No. _____
(Enter Time Period)

Signature: _____

Name (Print or Type) : _____

Title: _____

Date: _____

Telephone: _____

**EXHIBIT H
HOUSTON COMMUNITY COLLEGE
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: _____

Reporting Period: From _____ **To** _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

Instructions: This form shall be completed and signed by an officer of the prime contractor's company and shall be attached to each invoice for payment submitted to HCC's Accounting Dept.

List Subcontractor(s) name below	Total Subcontract Amount	Amount Paid This Period	Total Paid to Date
	\$	\$	\$

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will
(Prime Contractor)

make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____

**EXHIBIT H
HOUSTON COMMUNITY COLLEGE
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: _____

Reporting Period: From _____ **To** _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

Instructions: This form shall be completed and signed by an officer of the prime contractor's company and shall be attached to each invoice for payment submitted to HCC's Accounting Dept.

List Subcontractor(s) name below	Total Subcontract Amount	Amount Paid This Period	Total Paid to Date
	\$	\$	\$

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will
(Prime Contractor)

make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____

