



**procurement
operations**

Request for Proposals (RFP)

For

**Automatic Teller Machine (ATM)
Services**

Project No. 10-22

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Cover Page	
Table of Contents	1
Summary of RFP	2-3
Instructions to Proposers	4-10

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

Attachment No. 1 Proposal/Award Form	11-12
Attachment No. 2 Schedule of Fees	13
Attachment No. 3 Scope of Services	14-17
Attachment No. 4 General Terms and Conditions	18-21
Attachment No. 5 Determination of Good Faith Effort Form	22
Attachment No. 6 Small Business Development Questionnaire	23
Attachment No. 7 Non-Discrimination Statement	24
Attachment No. 8 Certification & Disclosure Statement	25
Attachment No. 9 Affidavit Form	26
Attachment No. 10 Business Questionnaire	27-28
Attachment No. 11 Vendor Application Instructions	29
Attachment No. 12 Insurance Requirements	30
Attachment No. 13 Conflict of Interest Questionnaire	31
Attachment No. 14 Disclosure of Financial Interest/Potential Conflicts of Interests	32-35

<u>Sample Contract Documents</u>	
(The resulting contract will include at least the following documents)	36
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: Insurance Requirements	

HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: June 28, 2010

Project Title: Automatic Teller Machine (ATM) Services

Project No.: 10-22

.....
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 Operations
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 install, operate and maintain one or more Automatic Teller Machines (ATM(s) on Houston Community College premises. ATMs will be required at a minimum of sixteen (16) locations.

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: ___X___ Mandatory ___ ___ 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 July 2, 2010 at 2:00 PM (local time).

Proposal Due Date/Time: HCC will accept sealed proposals in original form to provide the required Automatic Teller Machine Services until 2:00 PM (local time) on July 14, 2010. Proposals will be received in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

Contract Term: It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be Three (3) years.

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 **Automatic Teller Machine 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 four (4) 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 / Award Form (Attachment No. 1)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Development Questionnaire (Attachment 6) ***** Mail separately**
- Non-Discrimination Statement (Attachment No. 7)
- Certification & Disclosure Statement (Attachment No. 8)
- Affidavit Form (Attachment No. 9)
- Business Questionnaire (Attachment No. 10)
- Conflict of Interest Questionnaire (Attachment No. 13)
- Disclosure of Financial Interest/Potential Conflicts of Interests (Attachment No. 14)

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. 10-22
Attn: Jeffery B. Austin

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 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**

There are two parts of this Request for Proposal that must be completed and submitted to Houston Community College: (1) The technical proposal and (2) the pricing proposal as described herein. Both documents must be received by the date and time established in the solicitation for receipt of proposals.

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. Specify the availability of ATM Machines and services for this project. Provide a transition/installation plan. Identify the Affiliated Banks, if any.

- **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/customers, 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, if any.
- **Business Data / Financial Statement:** This section shall include financial statements (last three (3) years) of the company.

b. Schedule of Fees:

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

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:	25%
• Qualifications and Experience of Firm:	35%
• Qualifications and Experience of Personnel:	15%
• Business Data/Financial Statements:	15%
• Fee Proposal	10%
	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 proposals submitted and documents 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 a "NO GOAL" Small Business participation for this project.
- 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 from the day the solicitation is first advertised through the day the contract documents are signed by all parties. 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.

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. **Installation Requirements**

Installation of the Automatic Teller Machine shall be the sole responsibility of the contractor. The Contractor shall provide at least 14 ATM's for this project, and install the ATM's, in location mutually agreed upon between the vendor and HCC. ATM's will be installed, serviced and maintained by the selected Contractor or a third party, contracted by the selected Contractor. The Contractor ATM's shall use a major ATM network that will facilitate national and international access. The selected Contractor will respond to HCC inquiries regarding (ATM malfunction, ATM is "out of cash", etc.) within 24 to 48 hours.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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. The person or Firm submitting a response to this solicitation must complete and submit **Attachment No. 13, Conflict of Interest Questionnaire Form and Attachment No. 14, Financial Interests and Potential Conflicts of Interests.**

21. **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.

22. **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.

23. **Submission Waiver**

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

ATTACHMENT NO. 1

HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS

PROPOSAL/CONTRACT AWARD FORM

.....

PROJECT TITLE: Automatic Teller Machine (ATM) Services

PROJECT NO.: 10-22

.....

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. N/A (for payment purposes only)

Project No. 10-22, Automatic Teller Machine (ATM) Services



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

Signed By: _____

**ATTACHMENT NO. 2
SCHEDULE OF FEES
FOR
AUTOMATIC TELLER MACHINE SERVICES**

The Proposer/Contractor shall furnish all management, supervision, labor, equipment, transportation, resources, supplies, installation, maintenance and services required for the operation of at least sixteen (16) Automatic Teller Machine(s) in accordance with the general terms and conditions of the proposed contract for the fee(s) listed herein. Vendor to provide various ATM Machines at locations specified by HCC.

<u>Item No.</u>	<u>Services</u>	<u>Proposed Monthly Fees</u>
001	(Option No. 1) Proposed Monthly Fee to Be paid to Houston Community College System for Automatic Teller Machine Services.	\$ _____ (per machine)

002	(Option No. 2) Proposed Revenue Sharing Fee based on transactional volume (per machine) to be paid to Houston Community College System (monthly).
-----	--

Number of Transactions:	#	to	#	\$	(per transaction)
	#	to	#	\$	_____ (per transaction)
	#	to	#	\$	_____ (per transaction)
	#	to	#	\$	_____ (per transaction)
	#	to	#	\$	_____ (per transaction)

**ATTACHMENT NO. 3
AUTOMATIC TELLER MACHINES LOCATIONS**

COLLEGE	ATM LOCATION	ADDRESS	STUDENT POPULATION (Approximates)	COLLEGE HOURS OF OPERATION
CENTRAL	SAN JACINTO	1300 HOLMAN	19,781	M-F 6:30a.m.-10:30 p.m. Sat. 8-3 p.m.
	WILLIE LEE GAY	1990 AIRPORT	780	M-Th 7 a.m.-10:30 p.m. Sat. 8a.m.-2p.m.
COLEMAN	HEALTH SCIENCES BUILDING TEXAS MEDICAL CENTER	1900 PRESSLER STREET	5,721	M-Th 7 a.m.-10 p.m. Fri. 7a.m.-6p.m. Sat. 7a.m.-5p.m.
NORTHEAST	CODWELL HALL	555 COMMUNITY COLLEGE DRIVE	3,982	M-F 7a.m.-10:00p.m. Sat. 8a.m.-4:30p.m.
	NORTHLINE CAMPUS	8001 FULTON	6,729	M-F 7a.m.-10:30p.m. Sat. 8a.m.-4:30p.m.
NORTHWEST	SPRING BRANCH CAMPUS	1010 W. SAM HOUSTON PKWY	13,580	M-Sat .7a.m.-10p.m. Sun. 7a.m.-5p.m.
	KATY CAMPUS (WESTGATE)	1550 FOX LAKE DRIVE	5,396	M-F 6:30a.m.-10:30p.m. Sat. 8a.m.-3p.m.
SOUTHEAST	LEARNING HUB BUILDING	6815 RUSTIC	8,152	M-F6:30a.m.-10:30p.m. Sat. 7a.m.-4p.m. Sun. 7a.m.-4p.m.
SOUTHWEST	ALIEF CAMPUS	2811 HAYES ROAD	6,900	M-Th 8a.m.-10p.m. Fri. 8a.m.-5p.m. Sat. 9a.m.-5p.m.
	ALIEF C.E. CENTER	13803 BISSONNET	4,219	M-Th 8a.m.-10p.m. Fri. 8a.m.-5p.m. Sat. 9a.m.-5p.m.
	GULFTON	5407 GULFTON	2500	M-Th 8a.m.-10p.m. Fri. 8a.m.-5p.m. Sat. 9a.m.-5p.m.
	MISSOURI CITY CAMPUS	5855 SIENNA SPRINGS WAY	2600	M-Th 8a.m.-10p.m. Fri. 8a.m.-5p.m. Sat. 9a.m.-5p.m.
	SCARCELLA BUILDING	10141 CASH ROAD	2,000	M-Th 8a.m.-9p.m. Fri. 8a.m.-4:30p.m. Sat. 7a.m.-5p.m.

**ATTACHMENT NO. 3
AUTOMATIC TELLER MACHINES LOCATIONS
(CONTINUED)**

SOUTHWEST	SCARCELLA BUILDING	10141 CASH ROAD	2,000	M-Th 8a.m.-9p.m. Fri. 8a.m.-4:30p.m. Sat. 7a.m.-5p.m.
	STAFFORD CAMPUS	9910 CASH ROAD	14,597	M-Th 8a.m.-9p.m. Fri. 8a.m.-4:30p.m. Sat. 7a.m.-5p.m.
	WEST LOOP CENTER	5601 WEST LOOP SOUTH	6,758	M-F 7a.m.-10p.m. Sat. 8a.m.-4p.m. Sun. 2p.m.-6p.m.
SYSTEM (DISTRICT)	ADMINISTRATION BUILDING	3100 MAIN ST.	1,500*	M-F 8a.m.-5:30p.m. Sat. 8a.m.-4p.m.

*Excludes daily visitor average of 200 – 300 people

ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
AUTOMATIC TELLER MACHINE SERVICES
AUTOMATIC TELLER MACHINE (ATM) SPECIFICATIONS

I. SCOPE

This scope of services covers the requirements for the Contractor to provide ATM Machines at various Houston Community College Facilities.

II. REQUIREMENTS

- a. All machines shall be new or like new manufacture.
- b. All machines shall be maintained in working order at all times, and any non-functioning machine shall be repaired or replaced by the Contractor within forty-eight (48) hours after receipt of notice from HCC.
- c. Scheduled replacement of machines should be planned as new technologies become available and shall be coordinated with HCC prior to installing replacement Machines.
- d. All machines should be clean, undamaged, and of acceptable appearance.
- e. All machines must be freestanding floor models.
- f. All machines shall be labeled with a telephone number to call for assistance or services.

II. EQUIPMENT INSTALLATION/REMOVAL

- a. The Contractor may not have exclusive rights to install and maintain ATMs at HCC Facilities. HCC reserves the right to allow an alternate Contractor to install and maintain an ATM at any location not currently served by the Contractor.
- b. The Contractor shall deliver and set up all equipment/machines necessary to provide automatic teller machine services at each designated HCC facility. The Contractor shall furnish automatic teller machines of a new or like new manufacture. Each machine shall be equipped with dollar bill validators and standard cash/account accountability technology and services that are deemed commercially acceptable within the banking-finance industry.
- c. The Contractor and the HCC designated representative(s) shall mutually agree on the specific types and quantities of ATM's that will be placed at each location. HCC, at its sole discretion will determine the actual placement/location of the ATM at each facility. All machines installed by the Contractor shall conform to all Federal, State, County and City of Houston building and any other applicable laws and regulations pertaining to the provision of ATM Services.
- d. HCC reserves the right to demand the removal and replacement of any ATM it deem unacceptable. Any machine considered being unacceptable by HCC shall be replaced by the Contractor within thirty (30) calendar days after receipt of written notice from HCC.
- e. The Contractor will be responsible for all cost associated with the installation and maintenance of all ATM Machines. Integrated Services Digital Network (ISDN) lines will be the sole responsibility of the Contractor. Telephone lines must be labeled in PBX areas to clearly identify each line. HCC will provide electricity power to the ATM Machines.

III. MAINTENANCE

The Contractor shall maintain the ATMs in a commercially reasonable manner. If an ATM becomes inoperable, HCC agrees to notify the Contractor immediately, so at the Contractor's discretion, the machine will be either repaired or replaced. The Contractor shall replenish funds in the ATM's as necessary. Access to HCC facilities will only be granted to the Contractor for repair, maintenance, removal and installation of ATM Machines during normal operating hours, typically Monday through Friday between 8:00 a.m. to 4:30 p.m.

IV. SECURITY

The Contractor shall be responsible for the internal security of the ATM's. HCC will provide security for the premises, including physical security of the ATMs located inside HCC Facilities.

V. SIGNAGE

The Contractor may place signage on each ATM Machine that indicates the following:

- Name of the Contractor.
- Telephone to call for assistance or services.
- The location of ownership of the ATM(s).
- The network systems to which the ATM(s) afford sign(s) and location for the installation of the sign(s) will be subject to the prior approval of HCC.

VI. MARKETING

The Contractor and HCC agree that it is in the best interest of both parties to mutually promote and market the ATM services contemplated by this Agreement. In order to further their mutual interests, the parties agree to develop, promote, and implement joint marketing strategies.

The Contractor and HCC shall mutually agree upon both the nature and scope of such marketing programs, and the contributions to be made by each party. HCC shall have the ultimate discretion to decide the full extent of which it will participate in marketing programs. HCC shall have the sole right to approve the content in advance, all marketing materials.

VII. OWNERSHIP OF ATMs

Ownership and title to each ATM shall remain with the Contractor; HCC shall have no ownership interest in the ATM. The ATMs shall not constitute fixtures of the HCC Premises, and shall remain free and clear of any claims, liens, or encumbrances caused or created by HCC.

VIII. NO POSTINGS BY HCC

HCC agrees not to attach any notices or other papers to otherwise obscure the ATMs, or any information placed on the ATMs by the Contractor.

IX. ACCEPTANCE OF SERVICES

Ms. Jackie Swindle is the Project Manager for this Contract and is responsible for acceptance of all services provided under the contract.

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 anticipated contract term for contract(s) awarded resulting from this solicitation will be three (3) years unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the Contract.

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 ninety (90) 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 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 8 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation, if any. 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.

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 Attachment 12.

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. Method of Payment

The Contractor shall render to HCC a certified or cashier's check by 10th of each month in the amount of the preceding months revenue due HCC. The certified or cashier's check shall be made payable to the Houston Community College, and mailed to:

**Houston Community College
Accounting & Finance Department
Attn: HCC Head Cashier/Foundation
3100 Main Street (11th Floor)
Houston, Texas 77002**

Reference Project No. 10-22, Automatic Teller Machine (ATM) Services

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. Installation Requirements

Installation of the Automatic Teller Machine shall be the sole responsibility of the contractor. The Contractor shall provide at least 14 ATM's for this project, and install the ATM's, in location mutually agreed upon between the vendor and HCC. ATM's will be installed, serviced and maintained by the selected Contractor or a third party, contracted by the selected Contractor. The Contractor ATM's shall use a major ATM network that will facilitate national and international access. The selected Contractor will respond to HCC inquiries regarding (ATM malfunction, ATM is "out of cash", etc.) within 24 to 48 hours.

23. 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.

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 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. 10-22**

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. 7

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. 8

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 _____, 201█

Notary Public for the State of: _____

ATTACHMENT NO. 9

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 _____, 2010.

Notary Public for the State of: _____

ATTACHMENT NO. 10
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 are 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. 11

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. 12

HOUSTON COMMUNITY COLLEGE INSURANCE REQUIREMENTS

The following coverage and limits are the minimum limits that the Contractor is required to carry during performance of the contract for **Automatic Teller Machines (ATM) Services, Project 10-22:**

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

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

2. Automobile Liability:

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

3. Workers Compensation:

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

4. Endorsements:

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

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Worker's compensation;
- Waiver of Subrogation on all policies;

5. Submission of Certificate of Insurance:

The Original Certificate of Insurance shall be mailed to Houston Community College System Risk Management Office Post Office Box 667517 (MC-1119), Houston, Texas 77266, indicating the limits, coverage and endorsements as outlined above within 14 calendar days after receipt of written purchase order or some other duly executed contract document.

Note: CSL denotes "Combined Single Limit".

Houston Community College
Risk Management Office
PO Box 667517 (MC-1119)

ATTACHMENT NO. 13

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>(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;">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;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 150px;">_____</p> <p style="text-align: right;">Date</p>		

Adopted 06/29/2007

**ATTACHMENT NO. 14
OFFICE OF SYSTEMWIDE COMPLIANCE
DISCLOSURES
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

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 1 through 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 or 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: RESPONDENT MUST COMPLETE THE ABOVE "DISCLOSURE OF FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY 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)718-8233 or 8295.



**procurement
operations**

Sample Contract Documents

By and Between

Houston Community College

And

For

Project No. _____

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 FEES

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 INSURANCE REQUIREMENTS

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

