



## **Procurement Operations**

Request for Proposals (RFP)  
For

Project Name: Project Management Services  
Project No. 13-21

Proposal Deadline: March 21, 2013 by 3:00 P.M. CST

# REQUEST FOR PROPOSALS

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

Attachment No. 1 Proposal/Contract Award Form
Attachment No. 2 Determination of Good Faith Effort Form
Attachment No. 3 Small Business Unavailability Certificate
Attachment No. 4 Contractor & Subcontractor Participation Form
Attachment No. 5 Small Business Development Questionnaire
Attachment No. 6 Proposer's Certifications
Attachment No. 7 Conflict of Interest Questionnaire
Attachment No. 8 Financial Interests and Potential Conflicts of Interests

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

**HOUSTON COMMUNITY COLLEGE**

**I. REQUEST FOR PROPOSALS - SUMMARY**

**Date: February 19, 2013**  
**Project Title: Project Management Services**  
**Project No.: RFP 13-21**

**ISSUED BY:**

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

**SUBMIT INQUIRES TO:**

Name: Kerry Doucette  
Title: Procurement Supervisor  
Telephone: (713) 718-5014  
Fax: (713) 718-2113  
Email: [kerry.doucette@hccs.edu](mailto:kerry.doucette@hccs.edu)

**1. Project Overview:**

The Houston Community College and the Houston Community College System Public Facility Corporation, collectively, ("HCC") or ("College") is seeking proposals from qualified firms to provide Project Management Services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

It is anticipated that HCC will recommend for award the top three (3) proposers resulting from the evaluation process under this solicitation.

HCC intends to make separate award(s) to each Project Management Team, A, B and C (as illustrated in Section II.A), for the Project Management Services RFP as deemed in the interest of transparency, and to limit potential conflicts of interests. The selected Project Managers awarded a Project Management Services Contract and any subsidiaries (under this solicitation), will not be eligible for award of the following bond related projects: Program Management Services RFP, Architect & Engineering (A&E) Services Request for Qualifications (RFQ), or other Construction based solicitations related to the 2013 Bond.

NOTE: In an attempt to eliminate any potential, OR even the appearance of a conflict of interest, HCC will award separate firms to be used for each of the following: Program Management Services, Project Management Services, Architect & Engineering Services and Construction projects as related to the 2013 Bond.

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

**2. Award / Contract Approval:**

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

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

A pre-proposal meeting will be held in the **Procurement Operations Department, 3100 Main Street**

**(2<sup>nd</sup> Floor Auditorium) Houston, Texas 77002 on March 5, 2013 at 10:00 AM (local time).**

**4. Proposal Due Date/Time:**

HCC will accept sealed proposals in original form to provide the required **Project Management Services until 3:00 PM (local time) on March 21, 2013**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), and Houston, Texas 77002.

**5. Number of Copies:**

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

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

**6. Contract Term:**

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

**7. HCC Contact:**

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual. HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. **The above named individual must receive all questions or concerns no later than February March 7, 2013.**

**8. Inquiries and Interpretations:**

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

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

**9. Commitment:**

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for Project Management Services and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

**10. Acquisition from Other Sources:**

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

**11. Vendor Registration:**

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

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

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

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

**12. Obligation and Waivers:**

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

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

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

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

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

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

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

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

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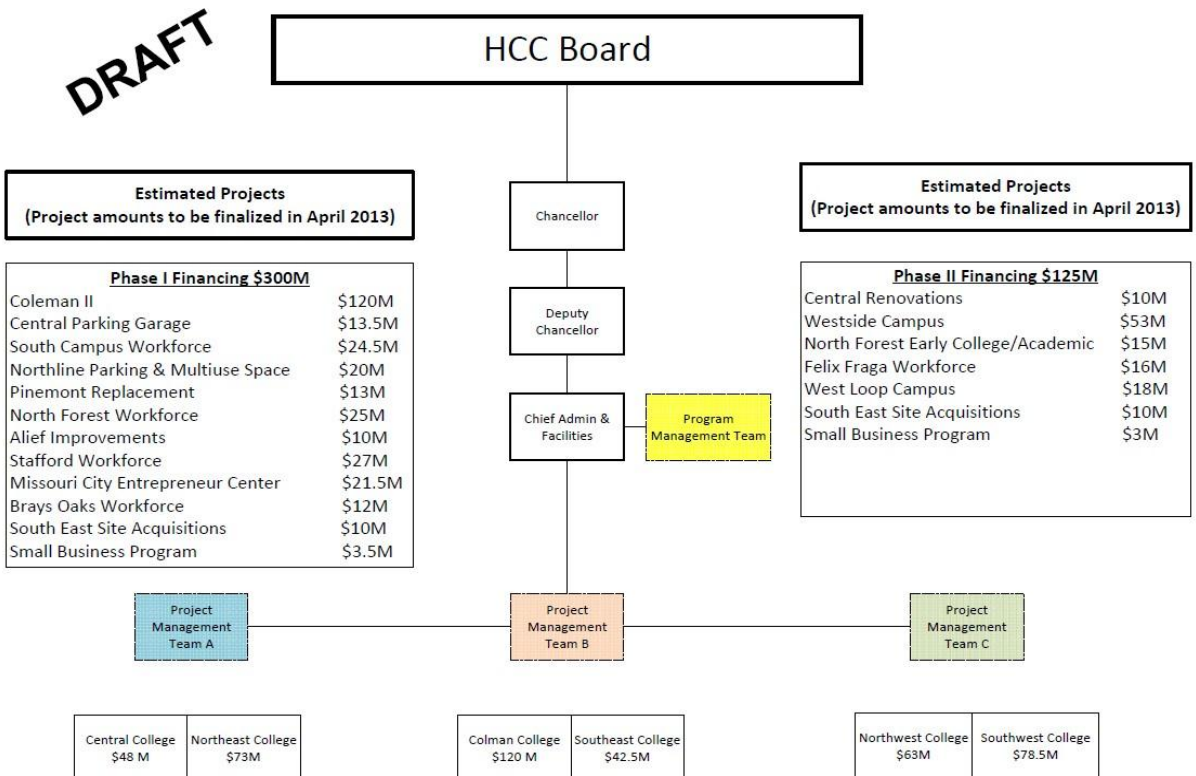
## II. SCOPE OF SERVICES

**HCC Project No.: 13-21**

### Project Management Services

#### A. General Overview

The Project Manager(s), Teams A, B, and C, will report to the Chief Administration Officer, and be in coordination with the staff of Facilities and Construction Management Department. The selected firm will work collaboratively with HCC's representatives and appointed outside parties, which may include, but not limited to Architects, Program Manager, General Contractors, in the design and implementation of projects across HCC's system. The Project Manager(s) will provide, in conjunction with the HCC's staff, management of the Capital Improvement Program, and the individual projects, which comprise the program. The Project Management Services contract will manage individual projects under the HCC's Bond Program in support of HCC Administration and the Facilities and Construction Management Department. The Project Manager(s) will not be eligible to participate as a general contractor or sub-contractor in the actual construction phase of any projects. The following is a draft diagram of the hierarchy being considered.



12/07/12

HCC intends to make separate award(s) to each Project Management Team, A, B and C (as illustrated in Section II.A), for the Project Management Services RFP as deemed in the interest of transparency, and to limit potential conflicts of interests. The selected Project Managers awarded a Project Management Services Contract and any subsidiaries (under this solicitation), will not be eligible for award of the following bond related projects: Program Management Services RFP, Architect & Engineering (A&E) Services Request for Qualifications (RFQ), or other Construction based solicitations related to the 2013 Bond.

NOTE: In an attempt to eliminate any potential, OR even the appearance of a conflict of interest, HCC will award separate firms to be used for each of the following: Program Management Services, Project Management Services, Architect & Engineering Services and Construction projects as related to the 2013 Bond.

## **B. Introduction & Background**

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

With the passage of HCC’s bond program, HCC anticipates awarding a contract for project management services for the management of various projects and in support of HCCs Administration and the Facilities and Construction Management Department. The project manager(s) will be responsible for onsite coordination and management of the capital improvement program and individual projects and activities as identified by HCC.

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

## **C. Scope of Services:**

The Project Management Services anticipated by this contract includes a range of projects of varying size, scope, and/or dollar value that may occur at any location and facility or campus associated with HCC. It is anticipated that HCC will recommend for award the top three (3) proposers resulting from the evaluation process under this solicitation.

The Project Manager(s) will report to the Chief Administration Officer, and be in coordination with the staff of Facilities and Construction Management Department. The Project Manager(s) will provide, in conjunction with the HCC’s staff, management of the capital improvement program and the individual projects which comprise the program. The Project Manager(s) will not be eligible to participate as a general contractor or sub-contractor in the actual construction phase of any projects.

The Project Manager(s) shall provide the following services; these services shall include, but not be limited to:

1. Coordinate the design team’s activities assuring that the design phase program and procedures are implemented by all parties.
2. Assist in determining needs for surveying, geo-technical and materials testing services, and other related services.
3. Review, implement and monitor project schedule(s). Update master schedule as necessary to reflect any changes. The project manager is responsible for the management of the design schedule and will undertake necessary action to ensure that the schedule is adhered to.



4. Implement and maintain cost control procedures throughout the Design Phase. Prepare a cost estimate and a value engineering assessment at the end of Schematics, Design Development and 80% Construction Documents, addressing constructability, possible cost-saving materials, sequencing of construction and/or construction techniques. Compare with the budget and cost estimates submitted by the Design Consultants and recommend revision or action, if required, to maintain project budgets.
5. Review in-progress design documents during each phase of design to protect HCC against errors, inconsistencies, omissions or vagueness in plans and specifications. Ensure that all designs comply with HCC's Specifications and Design Requirements.
6. Conduct design and preconstruction progress meetings with HCC, the Design Consultant and other appropriate parties. The project manager will record, transcribe and distribute a Design Progress Report to all attendees.
7. Develop a construction delivery strategy that meets HCC's objectives and minimizes disruptions to the educational program.
8. Identify and assist the Design Consultant in obtaining all necessary permits.
9. Provide periodic reports that summarize design progress, schedule and cost status, changes and other significant project information.
10. Review design to recommend alternative solutions whenever design details affect construction feasibility or schedules, without assuming any of the Design Consultant's responsibilities or liabilities for design.
11. Develop phasing and occupancy plan and schedule in conjunction with HCC's Facilities and Construction Management Department staff and the Design Consultant that includes support for furniture, furnishings, and equipment purchase in order that adequate delivery times are included in project schedules.
12. Provide a management team to provide contract administration and to establish and implement coordination procedures among HCC, the Design Consultant, the Contractor, testing agencies and other contractors. The project manager will monitor and expedite the progress of the construction work.
13. Conduct with HCC's staff, the Design Consultant and the Contractor a pre-construction orientation meeting.
14. Utilize HCC's project management system (e-Builder) for the submittal and review by the project manager, the Design Consultant and HCC of shop drawings, samples, test reports, change orders and application for payments. The project manager will maintain logs, files and other documentation relating to such submittals and reviews.
15. Manage and administer construction contracts and coordinate with Design Consultants and HCC concerning work change, payments, submittals, monitoring of construction, document interpretations, and other procedural aspects.

16. Utilize a document and data control specialist to work with HCC's staff's e-Builder a web-based project reporting system and associated processes, which can be used to monitor project status and support the communication between team members. The system shall be used to track and control project information such as contracts, costs, issue-tracking, design review, changes, payments, document control, meeting minutes, etc. Specialist may be required to manage all facets associated with the coordination and analysis of documents, drawings, and data associated with HCC's Capital Improvement Program. Specialist shall coordinate with Facilities and Construction Management Department to develop and maintain systems and procedures to store, retrieve and analyze data, drawings, and other construction documents necessary for the design, operations and management of the District's facilities
17. Evaluate and/or recommend Change Orders. The project manager shall advise HCC on Change Order process insuring fair price and procedural compliance. Make recommendations to HCC as to justification and appropriateness of Change Orders, including the appropriateness of quantities and pricing of the work.
18. Use standard accounting methods to tabulate, compile and check correctness of all expenditures associated with the project. The project manager shall review Contractor payment requests and verify progress.
19. Provide computer scheduler/analysts to develop and maintain a comprehensive master schedule within our e-Builder a web-based project reporting system which documents the sequence and time frame for each project in the Program. Report on progress and status will be submitted at regular intervals as requested by HCC. Interfacing with Construction Facility Services.
20. Conduct regular job coordination meetings with the Contractor, Design Consultant and HCC and log into e-Builder.
21. Review scheduled construction activities for coordination with ongoing educational programs and college functions.
22. Review and monitor the progress of the Contractor's work based upon the approved construction schedule. Advise HCC regarding the best sequencing to facilitate productivity and occupancy objectives.
23. Report potential budget and schedule variances, and if necessary, prepare recovery plans.
24. Make recommendations to the Design Consultant when the project manager observes construction work that appears to be defective or not in conformity with the Contract Documents.
25. Provide written monthly status reports which shall include schedule reports, cost status reports and cash flow analysis.
26. Assist the Design Consultant in the determination of Substantial Completion and the preparation of punch list. Verify the acceptability and completeness of all work per the Contract Documents.
27. Work with HCC's Warehouse Services to provide logistical support in the acquisition, receiving, and setting up of furniture and equipment within new and renovated facilities.

28. Coordinate the plan and schedule of occupancy to minimize disruption to college activities.
29. Schedule instruction sessions by major material and equipment suppliers to orient and train HCC's staff for operation. Ensure all operations manuals and warranties are delivered to HCC in a timely manner.
30. Organize and conduct six and eleventh month post occupancy evaluations and provide written reports.
31. Coordinate and expedite transmittals of, as-built drawings, guarantees, warranties, maintenance manuals and other record documents to HCC.
32. Secure copies of Occupancy Certificates for HCC's records. Maintain schedule of when Temporary Certificate of Occupancy and Certificate of Occupancy were obtained.
33. Prepare final project accounting, cost per unit comparisons, and closeout reports.
34. Conduct warranty inspections of projects during the applicable warranty period. Consult with the Design Consultant and HCC to obtain and expedite corrective work to repair warranty items.
35. Develop and evaluate instrument and performance of the design consultants, and construction contractors, and provide evaluation in writing.
36. Outline of services by phases also to be included, but may not be limited to:
  - a. Project Management Services
    - Implementation of Best Management Practices
    - Consultation on Work Flow Process
    - Use of HCC's Project Management Software (e-Builder)
    - Project Budget and Schedule Controls
    - Risk Management and Planning
    - Troubled Project Turnaround
    - Earned Value Analysis
  - b. Design/Preconstruction Phase Services
    - Design Reviews (Compliance with Program, HCC Standards, general QA/QC, coordination, functionality)
    - Design Assist – obtain input from contractor perspective
    - Constructability review
    - Monitor and control project scope
    - Estimating
    - Life Cycle Cost Analysis
    - Value Analysis/Value Engineering
    - Pre-qualification support for qualifying General Contractors and Subcontractors
    - Scheduling Support
    - Project Documentation
  - c. Construction Phase Services
    - CPM Schedule Review (e-Builder)
    - Monitor and control project scope

- Monitor and control project budget
- Prepare monthly progress reports for executive management team
- Construction Inspection and Quality Control
- Change Order Analysis and Negotiation
- Claims Avoidance/Analysis and Negotiation
- Coordination Support
- Punch-list support
- Project Acceptance and Turn over
- Move-in coordination and support
- Project close-out

d. Project Management Staff

- Provide on-site staff augmentation in areas of project management, construction management, cost and/or schedule control specialties, administration, accounting and/or construction project auditing or other areas of expertise normally associated with design and construction of capital projects. Provide project leadership, communication, coordination and conflict resolution to ensure project goals are met. Drive progress of consultants to achieve expected functionality and recommend alternatives to recover negative drift. Facilitate timely decisions by campus representatives and report progress and issues impacting the project goals to stakeholders.
- Project Manager: Minimum 10 years in construction project management of capital construction projects or administration with experience in higher education, healthcare or institutional projects. Bachelor's Degree in Engineering or Architecture is preferred.

HCC encourages all firms, including small firms, minority business enterprises, and women's business enterprises, capable of performing the work required by this RFP to submit proposals.

Firms must maintain offices and resources that will enable an on-site presence at HCC working sites within 24 hours notice.

Sub-Consultants/Contractors: All sub-consultants and/or subcontractors that may be required to perform services for HCC shall do so under the direct authority and control of the selected firm and shall comply with all standards, selection criteria, and contractual obligations as provided for in any agreement resulting from this RFP.

Standards: Vendor must incorporate Houston Community College's Design Guidelines and Construction Standards into all HCC projects. Standards can be found at:

<https://app.e-builder.net/public/PublicFolderView.aspx?FolderID={4569cf6d-5cf4-42f9-a836-813d3f1fbe48}>

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### **III. HCC BOND PROJECT DESCRIPTIONS**

#### **PHASE 1**

##### **Coleman College**

###### **Coleman II Projected Program Budget \$120 Million**

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

##### **Central College**

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

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

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

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

##### **Northeast College**

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

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

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

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

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

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

## **Northwest College**

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

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

## **Southwest College**

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

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

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

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

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

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

## **PHASE 2**

## **Central College**

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

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

## **Northeast College**

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

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

## **Northwest College**

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

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

## **Southeast College**

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

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

## **Southwest College**

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

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

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#### **IV. INSTRUCTIONS TO PROPOSERS**

##### **A. General Instructions:**

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

##### **B. Preparation and Submittal Instructions:**

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

Attachment No. 1	Proposer/Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Small Business Development Questionnaire
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**Note: Attachments 1, 6, and 8 must be signed and notarized.**



**C. Document Format and Content:**

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

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

- 1) Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- 2) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- 3) Number of Copies: Submit **one (1) original and nine (9) copies** of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Proposal documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format. The front cover of each binder containing your Proposal should be clearly marked with the Project Name and Number, indicating the original and copies.
- 4) Submission: One (1) original and all required copies of the Proposal must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in The Request For Proposal-Summary, Section 5 and delivered to:

Houston Community College  
Procurement Operations Department  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project Description: Project Management Services  
Ref: **Project No. 13-21**  
Attn: Reginald Harmon, Sr. Buyer

- a. The envelope containing a proposal shall be addressed as follows:

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

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

## **D. Proposer Response**

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

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

**1.1. Tab 1 – Firm's Profile and Overview** - Provide details as to the following:

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

Provide a statement of interest for the project including a narrative describing the Project Management firm's unique qualifications to provide the scope of services requested.

Provide a description and important statistics about the Project Management firm including:

- a. Background information about your firm and certify that the firm is legally permitted or licensed to conduct business in the State of Texas for services offered.
- b. Size, history, years in business including date founded.
- c. Legal form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor) number and location of offices, location of company headquarters/main office, total number of employees company wide and total number of employees in the State of Texas, and principal lines of business.
- d. Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- e. Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- f. Sales Volume: Provide net sales data for the past three (3) years
- g. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- h. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- i. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- j. Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability if the Proposer's employees.
- k. Provide a list of primary services provided by your firm any other information you deem necessary to describe your firm. Please note any services requested in the RFP, that your firm does not routinely provide.

**1.2. Tab 2 -- Firm's Financial Status:**

- a. Provide evidence of the firm's financial stability including but not limited, any one or more of the following: the firm's audited financial statement for the last two (2)

years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your short and long-term credit rating; a letter from the company's CPA attesting to the company's financial stability.

- b. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

**1.3. Tab 3 – Firm's Demonstrated Qualifications and Project Experience**

This section should establish the ability of the firm (and its sub-consultant, if any) to satisfactorily perform the required work. HCC may verify all information furnished.

List at least three and not more than five projects or contracts for Project Management Services, within the last 5 years, for which your firm has successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.

Provide the following information for each project listed:

- a. Company Name, contact person, including telephone number, email addresses
- b. Project name and location
- c. Project Owner
- d. Project construction cost including start and ending contract value
- e. Project size in gross square feet
- f. Description of the project management services the prime firm provided for the project
- g. Project description and scope of services
- h. Project manager (firm's individual responsible to the client for the overall success of the project)
- i. Names of consultant firms, if any, and their areas of expertise
- j. Description of how this project is similar and why the services provided are relevant to this project.
- k. Period of time for which work was performed
- l. Describe the processes/outcomes that made this project successful

The List must also be broken down in the following categories:

- a. Federal Government
- b. Local Governments
- c. Colleges and Universities
- d. K-12 School Districts
- e. Commercial/Industry

**1.4. Tab 4 – Project Team Qualifications**

This section should discuss the staff of the firm who would provide the Project Management Services. Provide the names, function, and vita of the individuals within your organization who will be assigned to Houston Community College projects.

Provide an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP, along with any proposed consultant firm or individual.

Identify the Key personnel that would be assigned to HCC and will provide the Work described in the Scope of Services. Please include the following:

- a. a brief description of their unique qualifications as it pertains to this Work,
- b. availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project,

- c. Respondent's job functions and office location.
- d. Provide a description of the role and responsibilities to be undertaken by these proposed key and support team members.
- e. Designate the individual who is authorized to sign and enter into any resulting contract.
- f. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years of experience in providing Project Management Services or related services.

Specify the name and qualifications of the "Relationship Manager", who will serve as your firm's primary point of contact for Houston Community College on this contract. Provide detailed resumes for each of the support members of the team who will be responsible for the execution of the services at Houston Community College.

If applicable, for each consultant firm or individual that the prime firm proposes:

- a. Identify the consultant and provide a brief history about the consultant.
- b. Describe the consultant's proposed role in the project and its related project experience.
- c. List a project or contract for project management services that the prime firm and the consultant have worked together on during the last five years.
- d. Provide a statement of the consultant's availability for the project.
- e. Provide resumes giving the experience and expertise of principals and project management staff for the consultant who will be available and are proposed for this project.

**1.5. Tab 5 – Proposed Approach & Methodology:**

- a. A statement of your proposed approach to the project Scope of Work.
- b. Description of the services and activities as they relate to the proposed scope of service that your firm proposes to provide to HCC for the capital improvement program.
- c. Description of your firm's project approach and ability to provide appropriate services in a timely manner.
- d. Training: Describe your training and development program of both full time and part-time personnel (i.e., students or temporary/contracted workers) as it relates to customer service, policies and procedures, quality control, and general business operations.
- e. Quality: Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
- f. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported
- g. Capabilities and Capacity:  
Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.
- h. Project Management Services:  
Describe your firm's methodology for collaboration and providing information flow between HCC and all team members for the duration of any project:
  - 1) Identify the means and methods to be used to develop communication

protocol

- 2) Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action

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

- i. Respondent's Ability To Identify and Resolve Problems:
  - 1) Describe your understanding of the administrative challenges and opportunities associated with providing Project Management Services, and your strategy for resolving any issues.
  - 2) Describe your plan for communicating constructability, phasing, value engineering, and other budget options in a form that will quickly facilitate the HCCs decision-making.
  - 3) Describe any conflicts with Clients, Consultants, Project Managers, Architects/Engineers, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.
- j. Respondent's Ability to Establish Budgets and Control costs on Projects:
  - 1) Describe your fiduciary and budget management responsibility as a Program Manager using contracts for publicly funded projects.
  - 2) Describe your capabilities and method for developing complete project budget encompassing planning, design, and construction cost, management, consultant fees, other soft costs, FF&E costs and contingencies and cost estimating methods.
  - 3) Describe your cost control methods during construction including examples of techniques used and the degree of accuracy achieved.
  - 4) Describe your methodology for working with the Project Architect/Engineer and their consultants, contractor selection process and general oversight of all consultants throughout the program and projects.
  - 5) Provide a sample of a cost estimates and describe your firm's method of preparation and distribution of cost reports to the Financial Consultant and HCC.
  - 6) Describe 1) your process for ensuring that the all documents provide the information necessary within each project and development of project specific budgets, and 2) Your process for analyzing project components and cost comparisons with the budget in order to assist HCC in the decision making process.
- k. Respondent's Ability to Meet Schedules on Past Projects:
  - 1) Describe how you will develop, maintain, and update the project schedule during each phase of the project and construction.
  - 2) Describe your approach to assuring timely completion of projects, including methods for corrective actions/schedule recovery, if necessary. Provide examples of how these techniques may be used, including specific scheduling challenges/requirements and actual solutions.
  - 3) Describe how you develop and maintain work schedules during all phases of the program; provide examples of how these techniques were used.
  - 4) Provide details and examples on key aspects of the program such as:
    - a) Master project schedule
    - b) Adherence to design schedule
    - c) Project phasing and logistics

- d) Major milestones
  - e) Construction schedules
- I. Respondent's Knowledge of Current Construction Methodologies, Technologies, and Best Practices:
- 1) Describe your quality assurance program. Explain the methods used to ensure quality control during all phases of the program and projects. Provide specific examples of how these techniques or procedures are used.
  - 2) Describe your procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations for:
  - 3) Establishing and tracking program and project objectives
  - 4) Using project scope definition resources (i.e. Project Definitions Rating Index (PDRI)) in order to obtain complete and accurate design and construction documents from the A/E
  - 5) Partnering
  - 6) Cost tracking
  - 7) Change (order) management systems
  - 8) Total quality management for each phase, including close-out and commissioning
  - 9) Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.
- m. Miscellaneous:
- 1) Student Intern Participation: This section shall include a clear statement of the firm's commitment and plan to utilize HCC student in an internship capacity.
  - 2) Small Business Participation: This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.
  - 3) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.
  - 4) Please describe any special benefits or advantages in selecting your company and describe your company's specific knowledge, experience, and expertise in PROJECT MANAGEMENT SERVICES.

**1.6. Tab 6 – References**

Provide references for any three of the projects or contracts for project management services listed in Tab 3. The references shall include:

- a. Owner's name, Owners representative who served as the day-to-day liaison during planning, design, and construction of the project, and the Owner representative's telephone number and email address.
- b. Construction firm name, contractor's representative who served as the day to-day project liaison, and the contractor representative's telephone number and email address.
- c. Design firm name, design firms representative who served as the day-to-day project liaison, and the representative's telephone number and email address.

**1.7 Tab 7 – Price/Cost Schedules Billing Rates**

- a. Outline your proposed pricing structure or cost proposal.
- b. Provide hours and cost associated with each task for each member of the proposed team.
- c. Provide your standard hourly fees by job classification and billing criteria for providing the services described in the RFP.
- d. Please include a description of any discount offered to HCC and an outline of any other fees or charges.

- e. Proposer must list the all personnel anticipated, which are intended to be by general category (e.g. project coordinator, estimator, scheduler, document reviewer, administrative assistant, clerical, etc.) including their proposed hours and rates. Proposer must provide as much detail as necessary in order for HCC to review and understand the proposed level of effort and resources to be committed to this project.
- f. Complete breakdown of proposed reimbursable expenses – Include a complete listing of material, services, and/or equipment for which you will expect to be reimbursed. Proposer must provide as much detail as necessary in order for HCC to review and understand the proposed reimbursable expenses anticipated.

For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. If there is a standard multiplier used to determine billing rates, please include that multiplier as a supplement to the rate structure.

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

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## **VI. PROPOSAL EVALUATIONS**

### **1. Evaluation Criteria:**

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

Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Available</b>
<b>Tab 1 – Firm's Profile and Overview</b>	
• Overview of firm/Organization stability	<b>05</b>
• Organization structure	<b>05</b>
<b>Tab 2 – Firm's Financial Status</b>	
• Strengths/Weaknesses	<b>05</b>
<b>Tab 3 – Firm's Demonstrated Qualifications and Project Experience</b>	
• Experience/Past Performance on Similar Programs/Projects	<b>10</b>
<b>Tab 4 – Project Team Qualifications</b>	
• Experience of Key Personnel	<b>15</b>
• Staffing Plan	<b>10</b>
<b>Tab 5 – Approach and Methodology</b>	
• Management/Project approach, systems, & tools	<b>10</b>
• Ability to provide services, Capabilities and Capacity, Total Quality Management (TQM), Communication, Work Plans, and Schedules	<b>05</b>
• Ability to identify and resolve problems, establish budgets and control cost, knowledge of current construction methodologies, best Practices	<b>05</b>
<b>Tab 6 – References</b>	
• References from previous similar projects or contracts	<b>10</b>
<b>Tab 7 – Price/Cost Proposal</b>	
• Reasonableness of Fee Proposal Schedule	<b>20</b>
<b>Small Business Commitment</b> (See Section VII.4)	Acceptable/ Unacceptable
<b>Total Points</b>	<b>100</b>



## **2. Eligibility for Award:**

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
  - 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
  - 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - 3) Have a satisfactory record of past performance;
  - 4) Have necessary personnel and management capability to perform any resulting contract;
  - 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - 6) Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency;
  - 7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section VII Additional Conditions, Section 7 of this solicitation.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

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## **VII. ADDITIONAL CONDITIONS**

### **1. Contract Award:**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 2 of this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

### **2. Postponement of Proposals Due Date/Time:**

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

### **3. Oral Presentations:**

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

### **4. Small Business Development Program (SBDP):**

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized, and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age, disability, sexual orientation, or veteran status in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established **Twenty-Five Percent (25%)** as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
  - To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - Document reasons for rejecting a firm that bids on subcontracting opportunities.

### **5. Prime Contractor/Contracts for Services:**

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

**6. Internship Program:**

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

**7. Prohibited Communications and Political Contributions:**

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

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

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

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

The communications prohibition shall not apply to the following:

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

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

Except as provided for in RFP Summary Section six (6), respondents are not to interact with System Staff or Board Members regarding the RFP until the Contractor has been selected and approved by the Board.

**8. Drug Policy:**

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

**9. Taxes:**

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

**10. Texas Public Information Act:**

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

**11. Appropriated Funds:**

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

**12. Conflict of Interest:**

If a firm, proposer, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 7, Conflict of Interest Questionnaire Form, and Attachment No. 8, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

**Note: Attachment No. 7 and Attachment No. 8 shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments shall render your proposal non-responsive.**

**13. Ethics Conduct:**

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

**14. No Third Party Rights:**

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

**15. Withdrawal or Modification:**

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

**16. Validity Period:**

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

**17. Terms and Conditions:**

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

[http://www.hccs.edu/hcc/System%20Home/Departments/Procurement Operations/About Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf](http://www.hccs.edu/hcc/System%20Home/Departments/Procurement%20Operations/About%20Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf)

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

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**ATTACHMENT NO. 1**

**HOUSTON COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS  
PROPOSAL/CONTRACT AWARD FORM**

**PROJECT TITLE: PROJECT MANAGEMENT SERVICES**

**PROJECT NO.: 13-21**

**Name of Proposer/Contractor:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Receipt of Proposal Amendment Number(s):** \_\_\_\_\_

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

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

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

State of \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for the State of: \_\_\_\_\_

**ACCEPTANCE AND CONTRACT AWARD FORM**

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

-----  
Purchase Order No. \_\_\_\_\_(for payment purposes only)

Project No. \_\_\_\_\_  
-----

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

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

HOUSTON COMMUNITY COLLEGE

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

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT NO. 2  
DETERMINATION OF GOOD FAITH EFFORT  
HCC PROJECT NO. 13-21  
PROJECT MANAGEMENT SERVICES**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

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

Section 1.

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

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

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

Section 2.

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

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

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

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

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

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



Section 3.

SELF-PERFORMANCE JUSTIFICATION

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

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\_\_\_\_\_  
Signature of Proposer    Title

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\_\_\_\_\_  
Date

**ATTACHMENT NO. 3  
 SMALL BUSINESS UNAVAILABILITY CERTIFICATE HCC PROJECT NO. 13-21  
 PROJECT MANAGEMENT SERVICES**

I, \_\_\_\_\_,  
 (Name)

\_\_\_\_\_, of  
 (Title)

\_\_\_\_\_  
 (Name of proposer's company)

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

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

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

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

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

Signature: \_\_\_\_\_



**ATTACHMENT NO 5  
 SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE  
 HCC PROJECT NO 13-21  
 PROJECT MANAGEMENT SERVICES**

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

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON'S NAME AND PHONE NO. \_\_\_\_\_

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

NAME AND TITLE (Type or Print): \_\_\_\_\_

**COMPANY MAJORITY OWNERSHIP** (Check one in each column)

ETHNICITY

GENDER

LOCATION

\_\_\_\_ African American (AA)

\_\_\_\_ Male

\_\_\_\_ Houston (H)

\_\_\_\_ Asian Pacific American (APA)

\_\_\_\_ Female

\_\_\_\_ Texas (T)

\_\_\_\_ Caucasian (C)

\_\_\_\_ Out of State (O)

\_\_\_\_ Hispanic American (HA)

Specify State \_\_\_\_\_

\_\_\_\_ Native American (NA)

\_\_\_\_ Public Owned (PO)

\_\_\_\_ Other (O) Specify \_\_\_\_\_

**BUSINESS CLASSIFICATION**

\_\_\_\_ **DBE** Disadvantaged Business Enterprise

\_\_\_\_ SB Small Business

\_\_\_\_ **WBE** Women Owned Business Enterprise

\_\_\_\_ MBE Minority Business Enterprise

\_\_\_\_ **HUB** Historically Underutilized Business

\_\_\_\_ Other: \_\_\_\_\_

Please provide information regarding certifying agency (if any)

Name of Agency

Certificate Number

Expiration Date

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT NO 6  
PROPOSERS CERTIFICATIONS HCC PROJECT NO. 13-21  
PROJECT MANAGEMENT SERVICES**

**1. NON-DISCRIMINATION STATEMENT:**

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

**2. BLACKOUT PERIOD COMPLIANCE:**

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

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

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

**3. ASSURANCE OF SBDP GOAL:**

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

Small Business Participation Goal = \_\_\_\_\_

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

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

**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a

felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

**5. DISCLOSURE OF OWNERSHIP INTERESTS:**

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

Balance of page intentionally left blank.

**6. PROHIBITED CONTRACTS/PURCHASES:**

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

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

Signed: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

State of \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for the State of: \_\_\_\_\_

Balance of page intentionally left blank.





**EXHIBIT 2 - TO ATTACHMENT NO 6  
PROHIBITED CONTRACTS/PURCHASES  
PROJECT NO 13-21  
PROJECT MANAGEMENT SERVICES**

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

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

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

Definitions:

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

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

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

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

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

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

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

**ATTACHMENT NO.7- HCC PROJECT NO.13-21, PROJECT MANAGEMENT SERVICES**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. 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). 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. 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>	<p><b>OFFICE USE ONLY</b></p>
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity      Date</p>	

Adopted 06/29/2007

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

**ATTACHMENT NO 8  
 FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
 HCC PROJECT NO. 13-21  
 PROJECT MANAGEMENT SERVICES**

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

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

**Houston Community College System  
 Attn: Office of Systemwide Compliance, Compliance Officers  
 3100 Main St, 12<sup>th</sup> 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 \_\_\_\_\_

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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 \_\_\_\_\_

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**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 \_\_\_\_\_

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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 \_\_\_\_\_

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**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).

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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).

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This disclosure is submitted on behalf of:

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(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

State of \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for the State of: \_\_\_\_\_