



Procurement Operations

Invitation for Bids (IFB)

For

Project Title: Welding Equipment

Project No. 12-06

INVITATION FOR BIDS TABLE OF CONTENTS

	Page
Cover Page	
Table of Contents	1
Summary of IFB	2-3
Instructions to Bidders	4-9

Forms to be completed and submitted with a Bid, as appropriate.

Attachment No. 1 Bid/Contract Award Form	10-11
Attachment No. 2 Schedule of Items and Prices	12-14
Attachment No. 3 General Terms and Conditions	15-18
Attachment No. 4 Determination of Good Faith Effort Form	19-20
Attachment No. 5 Small Business Unavailability Certificate	21
Attachment No. 6 Small Business Development Questionnaire	22
Attachment No. 7 Contractor & Subcontractor/Supplier Participation Form	23
Attachment No. 8 Bidders Certification	24-25
Attachment No. 9 Vendor Application Form	26
Attachment No. 10 Insurance Requirements	27
Attachment No. 11 Conflict of Interest Questionnaire	28
Attachment No. 12 Disclosures - Financial Interest/Potential Conflicts of Interests	29-32

<u>Sample Contract Documents</u> (The resulting contract will include at least the following documents)	33-36
Exhibit A: Bid/Award Form	
Exhibit B: Schedule of Items and Prices	
Exhibit C: Specification/Statement of Work	
Exhibit D: General Terms and Conditions	
Exhibit E: Contractor & Subcontractor/Supplier Participation Form, if appropriate	
Exhibit F: Insurance Requirements, if appropriate	
Exhibit G: Subcontractor Payment Certification Form, if appropriate	
Exhibit H: Subcontractor Progress Assessment Form, if appropriate	

**HOUSTON COMMUNITY COLLEGE
INVITATION FOR BIDS – SUMMARY**

Date: September 19, 2011

Project Title: Welding Equipment.

Project No. 12-06

.....
ISSUED BY:

Houston Community College
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Post Office Box 667517
Houston, Texas 77266-7517

SUBMIT INQUIRIES TO:

Name: Prudie Lendon
Title: Senior Buyer

Telephone: (713)
Fax: (713) 718-2113
Email: prudie.lendon@hccs.edu

.....
Project Overview: Houston Community College System ("HCC") is seeking sealed bids from qualified firms to supply, deliver (f.o.b. destination) and install Welding Equipment as specified in Attachment No. 2, Schedule of Items and Prices.

Award / Contract Approval: This procurement, and 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 an invitation for bids and neither this solicitation nor the response or bid from any prospective bidder shall create a contractual relationship that would bind HCC until such time as both HCC and the selected bidder sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 3.

Bid Opening Time/Location: Sealed bids in original form for the Welding Equipment and Services required under this Invitation For Bids as described herein will be received until **Friday, September 30, 2011 at 2:00 P.M** (local time) at the Procurement Operations Department, 3100 Main (11th Floor), Room 11A06, Houston, Texas 77002, and at that time publicly opened and read aloud in Room 11A07..

Delivery Term: Delivery of these items shall be made within sixty (60) business days after a receipt of a purchase order.

Small Business Development Program (SBDP): The small business participation goal for this solicitation is Best Effort. (See Instructions to Bidders, Paragraph 8).

Obligation and Waivers: This Invitation for Bids does not obligate HCC to award a contract or pay any costs incurred by the bidder in the preparation and submittal of a bid.

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

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

BY SUBMITTING A BID, BIDDER 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 RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

HCC reserves the right to withdraw this solicitation at any time for any reason; remove any scope component for any reason and to issue such clarifications, modifications and / or amendments as deemed appropriate.

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

Respondents should exercise particular care in reviewing the requirements set forth in this solicitation.

INSTRUCTIONS TO BIDDERS

1. Review of Bid Documents

A complete set of bid documents shall be used in preparing a bid. Each prospective bidder should carefully review the bid documents and take such steps as may be reasonably necessary to ascertain the resulting contract performance requirements. Failure to do so will not relieve bidders from the responsibility of estimating properly the difficulty/level of effort or cost of successfully performing any resulting contract. After the bids have been opened, HCC shall have the right to review the bids and examine the credentials and qualifications of each bidder to determine whether any or all of the bid submittals are responsive and to make a determination as to whether any one or more bidders are qualified, responsible bidders, that will provide the best value to HCC.

2. Explanation to Bidders

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

3. Bidder Eligibility for Contract Award

- a. Each bidder shall complete, and submit with the bid, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance, or required by a company or otherwise to perform the work or sell the equipment, the bidder must be properly licensed prior to submitting a bid to HCC and must furnish evidence of such licensing or credentials with the bid.
- b. In order for a bidder to be eligible to be awarded a contract, the bid must be responsive to the solicitation and HCC must be able to determine that the bidder is responsible to perform the resulting contract satisfactorily.
- c. Responsive bids 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. Bids that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.
- d. Responsible bidders at a minimum must meet all of the following requirements:
 - Have adequate financial resources or ability to obtain such resources as required during the performance of any resulting contract;
 - Be able to comply with the required delivery or performance schedule, taking into consideration all existing business commitments;
 - Have a satisfactory history of past performance with equipment of the brand, type, and character described in Attachment No.2;
 - Have necessary management and technical capability to perform any resulting contract;
 - Provide evidence satisfactory to HCC that the bidder will comply with the Small Business Development Program requirements contained in the solicitation;
 - 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 bid is so certifying to such non-delinquency;

- Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations and;
 - Offers the best value to HCC.
- e. A bidder may be requested to submit written evidence verifying that he/she meets the minimum requirements described in Section 3(d) and as necessary to be determined a responsible bidder. Bids deviating or taking exceptions to the solicitation requirements will not be considered.
- f. A person is not eligible to be considered for award of this solicitation or any resulting contractor to be a subcontractor of the bidder 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.
- g. A person or bidder shall not be eligible to be considered for this solicitation if the person or bidder engaged in or attempted to engage in prohibited communications as described in Section 10 of this solicitation.

4. Preparation for Bid

- a. A bid shall be prepared on forms furnished by HCC; shall be completed in ink, and shall be manually signed by an authorized official of the company submitting the bid. The person signing the bid shall initial any changes or erasures appearing on the bid forms. Bids submitted via e-mail or facsimile (fax) will not be accepted by HCC.
- b. A bid shall be submitted so as to be received no later than the exact date/time and at the place indicated in the solicitation, and shall be enclosed in a sealed envelope clearly identified as a bid with the project title, project number and bid opening date and time. The envelope also shall identify the name and address of the bidder and shall contain the bid security, if required, and other required documents.

5. Opening of Bids

- a. Bids will be publicly opened immediately following the time set for receipt in the solicitation. The bid prices will be read aloud for the information of bidders and others present. Bids that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a bidder may have the right to change any other error or mistake in the subject to the approval of HCC and unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the bidder making such change.
- b. Tie bids will be resolved by drawing lots unless the law requires HCC to give preference to certain bidders in a tie (e.g., Texas product). Tie bids are responsive bids that are identical in price, terms, and conditions and which meet all the requirements and evaluation criteria set forth in the Invitation for Bid.

6. Contract Award

Award of a contract, if awarded, will be made to the bidder who (a) submits a responsive bid; (b) is a responsible bidder (c) offers the lowest bid price for the items listed in Attachment No. 2, Schedule of

Items and Prices and (d) offers the best value to the Houston Community College System. A responsive bid and a responsible bidder are those that meet the requirements of and are as described in Section 3 of this solicitation.

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 bid documents submitted and consider the bid for award.

7. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas. No bid shall include any costs for taxes to be assessed against HCC.

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

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

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

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

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

- To the extent consistent with industry practices, divide the contract work into reasonable lots.
- Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- Document reasons for rejecting a firm that proposes or bids on subcontracting opportunities.

e. Small Business Compliance Review: To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and/or other HCC designated representative(s) at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

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

If the resulting contract is 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.

10. **Prohibited Communications**

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

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

The communications prohibition shall be imposed from the day the solicitation is first advertised through the day the contract documents are signed by all parties. During this period, no HCC Trustee and no Vendor shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

The communications prohibition shall terminate when:

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

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

The communications prohibition shall not apply to the following:

- Duly noted pre-bid or pre-proposal conferences.
- Communications with the HCC General Counsel.
- Emergency contracts.
- Presentations made to the Board during any duly-noticed public meeting.
- 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.
- 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.

11. **Drug Policy**

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

12. **Bid Submittals**

Each bidder must complete and return the following documents, if appropriate:

- Bid/Contract Award Form (Attachment No. 1)
- Schedule of Items and Prices form (Attachment No.2)
- Determination of Good Faith Effort (Attachment No.4)
- Small Business Unavailability Certificate (Attachment No. 5)
- Small Business Development Questionnaire (Attachment 6)
- Contractor & Subcontractor/Supplier Participation Form (Attachment No.7)
- Bidders Certifications (Attachment No. 8)
- Conflict of Interest Questionnaire (Attachment No. 11)
- Disclosures-Financial Interest/Potential Conflicts of Interest (Attachment No.12)

The envelope containing a bid shall be addressed as follows:

- Name, Address and Telephone Number of Bidder;
- Project Description/Title;
- Project Number
- Bid Opening Date/Time.

All bids shall be submitted to:

**Houston Community College
Procurement Operations
3100 Main Street (11th Floor, Room #11A06)
Houston, Texas 77002
Reference: Project No. 12-06
Attn: Prudie Lendon**

13. **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 contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract, HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31st.

14. **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 bidder considers any information submitted in response to this invitation for bids to be confidential under law or constitute trade secrets or other protected information, the bidder must identify such materials in the bid 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 bidder releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

15. **Conflict of Interest**

If a firm, bidder, 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 bid 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 Chapter 176 of the Local Government Code. The person/bidder submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 11, Conflict of Interest Questionnaire Form** and **Attachment No. 12, Disclosures - Financial Interests and Potential Conflicts of Interests** with the bid package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and failure to comply will be grounds for termination of the contract.

NOTE: Attachment No. 11 and Attachment No. 12 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 bid non-responsive.

16. **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.

17. **Submission Waiver**

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

18. **Brand Name or Equal Description**

The items listed herein have been identified as brand name or equal. This description reflects the minimum level of quality that will satisfy the needs of HCC. To be considered for award, bids of "equal" products, including "equal" products of the brand name manufacturer, must:

- (1) Meet the minimum quality of the brand specified;
- (2) Clearly identify the item (s) by brand name, if any, and make or model number.
- (3) Include, with the bid documents, descriptive literature such as illustrations, drawings, etc. Mark any descriptive material to clearly shown any modifications.
- (4) HCC will evaluate "equal" products on the basis of information furnished by the bidder. HCC is not responsible for locating or obtaining any information not identified in the bid document.
- (4) Unless the bidder clearly indicates in its bid that the product being offered is an "equal" product, the bidder shall provide the brand name product referenced in the solicitation.

ATTACHMENT NO. 1

**HOUSTON COMMUNITY COLLEGE
INVITATION FOR BIDS
BID/CONTRACT AWARD FORM**

PROJECT TITLE: Welding Equipment
PROJECT NO.: 12-06

Name of Bidder: _____

Federal Employer Identification Number _____
(Note: please refer to Attachment No.9 Vendor Application Instructions)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of IFB Amendment Number(s): _____

In compliance with the requirements of this Invitation For Bid (IFB) For Welding Equipment and Services the undersigned hereby offers to furnish all the equipment and necessary resources required to perform the work in accordance with our Bid 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 bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid 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 the _____ day of _____, 2011.

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

(This page to be completed by HCC.)

.....
Purchase Order No. _____ (for payment purposes only)

Project No. 12-06
.....

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

HOUSTON COMMUNITY COLLEGE

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

on _____

Signed By: _____

Title: _____

**ATTACHMENT NO. 2
SCHEDULE OF ITEMS AND PRICES
FOR
Welding Equipment**

The Bidder/Contractor shall furnish all resources and services necessary and required to supply, deliver (f.o.b. destination) and install Welding Equipment in accordance with this IFB and the general terms and conditions of the sample contract for the price(s) listed below.

<u>Item No.</u>	<u>Description of Work/Item(s)</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit bid Price</u>	<u>Ext. Bid Amount</u>
<u>1.0 Equipment:</u>					
001	Miller Mark VIII-2 230/460/575 or Equal. Item No. 901348	1	Ea.	\$ _____	\$ _____
	Bidding On: _____ (Manufacturer/Model No.)				
002	Miller 951118 Pkg, Syncrowave 250 Dx Complete 230/460/575 50/60 Hz or Equal.	2	Ea.	\$ _____	\$ _____
	Bidding On: _____ (Manufacturer/Model No.)				
003	Miller 951120 Package, Syncrowave 350 Lx Complete 230/460/575 50/60Hz Or Equal.	2	Ea.	\$ _____	\$ _____
	Bidding On: _____ (Manufacturer/Model No.)				
004	Esab 2237262 Ultra Line portable straight line cutter or Equal.	2	Ea.	\$ _____	\$ _____
	Bidding On: _____ (Manufacturer/Model No.)				

005 Radnor 64002632, by Tweco, 2 Ea. \$ _____ \$ _____
Model #400-15-3545
400 Amp, MIG Gun for .035"-
.045" wire with 15" leads or
Equal.

Bidding On: _____
(Manufacturer/Model No.)

006 Radnor 64002624, by Tweco, 10 Ea. \$ _____ \$ _____
Model # 250M-15-3035
250 Amp MIG Gun for .030"-
.035" wire with 15" leads and
Miller Style Connector or
Equal.

Bidding On: _____
Manufacturer/Model No.)

007 Radnor 64004016, welding 5,000 Ea. \$ _____ \$ _____
Wire, 0.035" ER70S-6 70S-6
Carbon Steel MIG Welding
Wire 44 LBS, 12" Spool or
Equal.

Bidding On: _____
Manufacturer/Model No.)

008 Radnor 64004017, Carbon 5,000 Ea. \$ _____ \$ _____
Steel MIG Welding Wire,
44 LBS, 12" Spool, 0.045"
ER70S-6, 70S-6 or Equal.

Bidding On: _____
(Manufacturer/Model No.)

009 Radnor 64004328 Gas 1,320 Ea. \$ _____ \$ _____
Shielded core carbon steel tubular
welding wire, .045" E71T-1C/1M/
E71T-9C/9M or Equal.

Bidding On: _____
(Manufacturer/Model No.)

010 Lincoln Electric ED010203, 1,500 Ea. \$ _____ \$ _____
AWS: E6010, Fleet Weld-5P
1/8 Diameter or Equal.

Bidding On: _____
(Manufacturer/Model No.)

011 Lincoln Electric ED010561, 20,000 Ea. \$ _____ \$ _____
 Item No. LH7018 1/8, 50HS
 Lincoln Jetweld LH-70 or
 Equal.

Bidding On: _____
 (Manufacturer/Model No.)

012 Lincoln Electric ED010568 2,000 Ea. \$ _____ \$ _____
 Item No: LH 7033250
 E7018 ,Elect, LH-70, 3/32
 50HS, Lincoln Jetweld LH-70
 Or Equal.

Bidding On: _____
 (Manufacturer/Model No.)

013 Lincoln Electric ED010203 10,000 Ea. \$ _____ \$ _____
 E6010, 1/8 Electrodes,
 FW 5P 178, 50 HS, Lincoln
 Fleetweld or Equal.

Bidding On: _____
 (Manufacturer/Model No.)

2.0 Installation Charges

014 On-Site Installation Services 1 Job \$ _____ \$ _____
 (See Note No.1

015 Freight/Handling Charges 1 LT \$ _____

Total Bid Price:
 (Items 001-015) \$ _____

Note:

(1) Please describe the installation services you will be providing, per a separate attachment to your bid response.

(2) Please provide warranty details for each item quoted above.

3.0 Delivery:

Please Quote the number of days for delivery after Receipt of Order _____ (ARO)

ATTACHMENT NO. 3

GENERAL TERMS AND CONDITIONS

1. **Contract Award**

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

Delivery of these items shall be made sixty (60) business days after a receipt of a Purchase order and shall be plainly marked with the assigned HCC purchase order number. HCC shall not be responsible for any goods or services performed with the benefit of a duly signed purchase order issued by the HCC Procurement Operations Department, all items shall be delivered to HCC, Central College, 1301 Alabama, JBW #118, Houston, Texas 77004. The Contractor shall contact Mr. Max Saravia/James Owens at (713) 718-6548 or 713-718-6899 to schedule delivery of this equipment. Shipper must deliver with a forklift and pallet jack, if necessary.
3. **Interpretation, Jurisdiction and Venue**

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

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

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

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

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

its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

8. **Ethics Conduct**

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

9. **Conflict of Interest**

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

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

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment No. 7 of the solicitation entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

For this contract, HCC has established **BEST EFFORT** as the goal for small business participation.

10A. **Drug Policy**

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

11. **Small Business Compliance**

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

12. **Prime Contractor/Contract for Services**

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

13. **Changes**

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

foregoing, any increase in cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

14. **Insurance Requirements**

The Contractor agrees to comply with the insurance requirements contained herein, if any.

15. **Indemnification**

The Contractor shall indemnify, defend, and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extra contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors, and employees in the performance of the contract.

16. **Independent Contractor**

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

17. **Third Party Rights**

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

18. **Assignment**

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

19. **Notices**

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

Houston Community College

Procurement Operations
3100 Main Street
Houston, Texas 77002
ATTN: Executive Director, Procurement Operations

Contractor

Attn: _____

20. **Invoicing and Payment**

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

Houston Community College
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460

Reference: Project No. 12-06 and the applicable purchase order number.

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

21. **Appropriated Funds**

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

22. **Entire Agreement**

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

ATTACHMENT NO. 4

DETERMINATION OF GOOD FAITH EFFORT

Proposer _____

Address _____

Phone _____ Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form 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. 6 and No. 7

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

Section 2.

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

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

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

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

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

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

Section 3.

SELF PERFORMANCE JUSTIFICATION

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 5
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

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

 (Name of bidder's company)

certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Bids for Materials or Services to be used on Project #12-06.

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 bid or prepared a bid 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 Bidder documents for waiver of small business participation. (See Instructions to Bidders)

Signature: _____

**ATTACHMENT NO. 6
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

<u>ETHNICITY</u>	<u>GENDER</u>	<u>LOCATION</u>
____ 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

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

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

Business Name: _____ Submitted By (Name): _____

Address: _____

Telephone/Fax: _____ Date: _____

Contractor 's Price/Total: \$ _____
 Small Business
 Subcontractor (s)
 Price/Total: \$ _____
 Non-Small Business
 Subcontractors Price/Total: \$ _____
 Grand Total: \$ _____

ATTACHMENT NO. 8
BIDDERS CERTIFICATIONS

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. **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 = **"Best Efforts"**

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.

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 _____, 2011.

Notary Public for the State of: _____

ATTACHMENT NO. 9
VENDOR APPLICATION INSTRUCTIONS

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

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

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**

**ATTACHMENT NO. 10
INSURANCE REQUIREMENTS**

The following insurance coverage and limits listed herein are the minimum that the Contractor/Vendor is required to carry during performance of the contract for:

Project Title: Welding Equipment.
Project Number: 12-06

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

A	Occurrence/Personal Injury/Advertising		
B.	Products / Completed Operations	\$1,000,000.00	CSL
C.	Annual Aggregate	\$2,000,000.00	CSL
D.	Products Aggregate	\$2,000,000.00	CSL
E.	Fire, Lightning or Explosion	\$1,000,000.00	CSL
F.	Medical Expense	\$5,000.00	Per person

2. Automobile Liability:

	Bodily Injury/Property Damage	\$1,000,000.00	CSL
--	-------------------------------	----------------	-----

3. Workers' Compensation

Part A -	Statutory		
Part B -	\$1,000,000.00	Each Accident	
	\$1,000,000.00	Policy Limits	
	\$1,000,000.00	Each Employee	

4. Endorsements

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

- A. 90-Day Notice of Cancellation;
- B. Houston Community College (HCC) to be named as Additional Insured on all policies except Workers' Compensation;
- C. Waiver of Subrogation on all policies;
- D. The assigned project number and/or purchase order number.

5. Submission of Certificate of Insurance:

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to HCC within **fourteen (14)** calendar days of the HCC Board of Trustees approval of the contract award. The Contract will not be awarded until after receipt of the proper certificate of insurance.

Mail the original certificate of insurance to:

ATTN: Prudie Lendon
Procurement Operations
Houston Community College
PO Box 667517 (MC 1118)
Houston, TX 77266-7517

Note: CSL denotes "Combined Single Limit"

ATTACHMENT NO. 11

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>		

Adopted 06/29/2007

**ATTACHMENT NO. 12
OFFICE OF SYSTEMWIDE COMPLIANCE
DISCLOSURES
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

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

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

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

With a copy to:

**Houston Community College
Attn: Office of Systemwide Compliance, Compliance Officers
3100 Main St, 12th Fl
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:

HCC Office of Systemwide Compliance
Conflict of Interest Disclosure
Page 2

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes _____ No _____

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes _____ No _____

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of:

(Name of Vendor)

Certification. I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local**

Government Code Chapter 176. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant

*HCC Office of Systemwide Compliance
Conflict of Interest Disclosure
Page 4*

financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

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

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713)718-8233 or 8295.



**procurement
operations**

Sample Contract Documents

By and Between

Houston Community College

And

For

Project No. _____

SAMPLE CONTRACT EXHIBITS

EXHIBIT A BID / AWARD FORM

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

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

EXHIBIT C SCOPE OF SERVICES/Specifications/Statement of Work

Note: (TBD may become Exhibit C in the resulting contract.)

EXHIBIT D GENERAL TERMS AND CONDITIONS

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

EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

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

EXHIBIT F INSURANCE REQUIREMENTS

Note: (Attachment No. 10 of this solicitation may become Exhibit F in the resulting contract.)

EXHIBIT G SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM (If required)

EXHIBIT H SUBCONTRACTOR PROGRESS ASSESSMENT FORM (If required)

EXHIBIT G
HOUSTON COMMUNITY COLLEGE
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM

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

PROJECT NO./TITLE: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS: _____

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

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

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

Signature: _____

Name (Print or Type) : _____

Title: _____

Date: _____

Telephone: _____

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

Project No./Title: _____

Reporting Period: From _____ **To** _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

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

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

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

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

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____