

HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSAL (SERVICES) – 2-STEP PROCESS

Retail Electric Provider Services

RFP NO.: 21-04

ISSUED BY:

Procurement Operations Department

FOR:

Facilities Department

PROCUREMENT OFFICER:

Marilyn Vega- Sr. Buyer

Telephone: (713) 718-7410

E-mail: marilyn.vega@hccs.edu

**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN:**

October 15, 2020 by 2:00 p.m. (local time)

at

Houston Community College

Procurement Operations Department

3100 Main Street, Houston, Texas 77002

Ref: RFP 21-04 Retail Electric Provider Services

DUE TO THE CURRENT COVID-19 PANDEMIC, AND TO LIMIT THE EXPOSURE OF HCC EMPLOYEES AS WELL AS EMPLOYEES OF OUR LOCAL MAIL, COURIER AND DELIVERY SERVICE COMPANIES, HCC WILL ACCEPT ELECTRONIC SUBMISSIONS OF REQUESTS FOR PROPOSAL. PLEASE REFER TO INSTRUCTIONS FOR ELECTRONIC SUBMISSION CONTAINED IN THIS RFP.

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

TABLE OF CONTENTS

Section Headings	Page Number
Section 1 – Project Overview & Scope of Services	3
Section 2 – Proposal Evaluations	8
Section 3 – Instructions to Proposers	11
Section 4 – General Information	15
Section 5 – Required Attachments	22
Attachment Number	Attachment Title
Attachment No. 1	Contract Award Form
Attachment No. 2 NOT APPLICABLE	Determination of Good Faith Effort Form
Attachment No. 3 NOT APPLICABLE	Small Business Unavailability Certificate
Attachment No. 4 NOT APPLICABLE	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer’s Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interests

NOTE: All noted Attachments are to be completed and submitted with Proposal, Attachments 1, 5 and 7 must be signed and notarized.

SOLICITATION SCHEDULE

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
RFP released and posted to HCC’s & ESBD’s websites	September 17, 2020
Pre-Proposal Meeting	Not Applicable
Deadline to receive written question/inquiries	October 1, 2020
Responses to written questions/inquiries (estimated)	October 7, 2020
Proposal Submittal Due Date	October 15, 2020 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	December 2020

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on Procurement Operations web site for your convenience.

Section 1 – Project Overview & Scope of Services

1. Project Overview

The Houston Community College, (“HCC” or “College”) seeks proposals from qualified Retail Electric Providers (REP) for the supply of electricity services in accordance with the scope of services noted below. The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

The REP shall be experienced and fully capable and committed to the Texas electricity market licensed or lawfully enabled to supply electricity services.

HCC seeks an REP prepared to meet all requirements herein and to work cooperatively with the College to provide a reliable supply of electricity, comply with all price and other terms of the Electricity Service Agreement (“**ESA**”), provide complete, accurate, and understandable invoices, and provide a high level of customer service throughout the term of the ESA. REP’s submitting proposals will be required to demonstrate their ability to meet these objectives.

HCC has retained Tradition Energy as its consultant to assist with the College procurement of electricity as further described herein

1.1 Contract Term

The contract term for contract(s) awarded resulting from this solicitation, if any, depend on the pricing structure determined to be in the College’s best interest, not to exceed 120 months (10) years. Further, HCC reserves the right to extend, or blend and extend, any awarded contract term up to the full 120 months (10) years for which HCC obtained competitive pricing, provided the pricing during an extended or blended or extended option does not exceed the pricing originally submitted by the proposer for those corresponding contract years.

2. Scope of Services

Proposals for the supply of electricity are to be based on supplying 100% of the electric capacity and energy requirements for each HCC facility, except as otherwise specifically noted herein. The delivery points for electricity shall be the respective electric meters at each of the facilities agreed on by HCC and any other means that HCC may initiate, acquire, activate or add while being served by the winning supplier, and which list may be specified, supplemented or amended by HCC in HCC’s sole discretion.

A list of HCC’s meters (“Meter List”) is available to licensed (or lawfully enabled) retail electricity providers in the College sole discretion, upon written request made to the HCC Procurement Department. Submission of prices is not required during the qualification phase of this RFP. Those respondents that pass the qualification phase will then be invited to submit prices.

HCC seeks experienced, financially strong, fully capable REP committed to supply retail electricity services to its facilities. Proposers should provide supporting documentation to demonstrate these qualities, including but not limited to the following information:

- a) description of the entity that will be supplying the electricity, including a list of all offices, whether or not such offices are located in Texas, and contact details;
- b) a description of the ownership structure of the entity that will be supplying the electricity and any affiliates doing business in Texas;
- c) Public Utility Commission of Texas ("PUCT") REP Certification Number and the date of certification (or, if applicable, other documentation of legal ability to provide retail electricity to Houston Community College);
- d) evidence of financial capability to provide electricity service (which may be based on, e.g., credit grade information provided, or based on publicly available financial documents made available or cross-referenced in an REP's response-package);
- e) summary of retail experience in the Texas market, including a summary of current customer base and electricity load being served;
- f) description of invoicing and payment options and the specific option(s) offered to the College, including the name of the billing provider and the name and contact details of a billing provider representative that may be contacted if billing is outsourced;
- g) description of on-line portal capabilities that would be available to HCC to allow them to view and download historical usage and invoicing for each meter;
- h) sample invoice(s) and on-line portal data;
- i) proposed ESA (electric service agreement) in WORD version (e.g., on a USB flash drive), which must also include ALL attachments, exhibits, and cover sheets (compliance with this subsection is very important);
- j) at least five (5) references of current customers of similar size and meter count that may be contacted, preferably customers that are either an Education institution, city, other type of political subdivision, or state or federal agency;
- k) Energy Conservation, including Demand Side Management provided by the REP, including examples of financial and non-financial benefits that have been delivered to customers (if requested).
- l) Provide resumes of team members that would be involved during the quotation process and if selected, resumes of members involved and responsible during the specified contract term.
- m) Provide details of the level of customer care that will be provided, including names, e-mail addresses, and phone numbers available twenty-four (24) hour per day three hundred and sixty-five (365) days per year plus one (1) day for a leap year.
- n) Provide information on any complaints filed with the PUCT in the past 24 months against your company, how many of such complaints were filed, and how they were resolved.

HCC reserves the right to request, among any other information that HCC may find relevant to ensure an REP meets the requirements set forth herein, up to three (3) years of REP Annual Reports filed with the PUCT, which information contained in such Annual Reports (and any other information requested by HCC) may be used as additional qualification criteria.

2.1 Electricity Billing, Payment and Customer Service

Invoices for service shall contain, at a minimum for each meter, the monthly usage, monthly peak demand (if available), rates and charges for electricity, rates and charges for each TDSP charge, and rates and charges for the PUCT Assessment and GRT (if applicable), for each meter. Any additional charges shall be clearly described and justified. A sample invoice must be included with the RFP submission.

Invoices for service shall also be available electronically (via e-mail), and the College must be provided with the capability to view and download the specific usage and billing history data used to generate such invoices, including but not limited to the specific rates and charges for electricity, power factor information and rates and charges for each TDSP charge, and charges for, if applicable, PUCT Assessment and GRT (by meter) via an on-line database or other appropriate electronic process.

The College prefers a summary consolidated invoice for electricity issued once monthly at a mutually agreeable time of month, and documented in the ESA.

HCC will consider alternate proposals for other invoicing arrangements that would result in consolidated billing (e.g., one or more invoices per month that include billing for multiple meters including a district-wide summary).

Additional Important Invoicing Requirements: The selected REP shall be willing and able and contractually obligated to provide each month: (1) a consolidated invoice for all HCC meters, (2) a searchable PDF copy of the consolidated invoice, and (3) an Excel/CSV file report summarizing the invoice by meter with the key information (kWh, peak KVA, energy cost, TDSP cost, etc.).

HCC will consider alternate proposals for other invoicing arrangements. Invoices shall be due and payable no earlier than thirty (30) days from the date of issuance by the REP (please note that, as a governmental entity, the College should have at least 30 days to make payments pursuant to state law). However, the College is specifically interested in and receptive to proposals for early payment discounts to the extent early payment discounts are permitted by law.

The selected REP shall provide the name and direct contact information for a customer service representative assigned to address HCC's questions or issues with electricity service or billing at all times during the term of the ESA. Upon notice to the College and TRADITION ENERGY of any such changes in writing, including via e-mail, the selected REP may change the customer service representative from time to time to the extent agreed on by HCC and the REP.

2.2 Electricity Pricing

In the pricing phase of the RFP, suppliers will work directly with Tradition Energy going through multiple rounds of pricing. Elements that will be addressed in the pricing phase include, but are not limited to:

- a. Electricity Usage
- b. Term
- c. Bandwidth
- d. Add and Delete Provisions

- e. Material Adverse Change Language
- f. Early Termination
- g. Ancillary Costs
- h. Congestion Costs
- i. Value Added Services

2.3 Electricity Services Agreement (ESA)

Proposers should submit a proposed form of ESA that is specifically applicable to doing business with political subdivisions and educational institutions.

Proposals Submission Instructions

HCC prefers that all responses be submitted electronically using the (Jaggaer Scquest) eProcurement system (<https://solutions.sciquest.com/apps/Router/SupplierLogin>).

Alternatively mail your hard copy response to:

Houston Community College

Attn: Ms. Marilyn Vega - Sr. Buyer

Administration Building

3100 Main (**deliver to the loading dock located in the rear of building on Rosalie Street**)

Houston, Texas 77002

It is solely the responsibility of each bidder/proposer to assure that their bid/proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

Bids must be received on or before the date and time specified in the RFP.

Proposers should use mail, courier deliver, Fed-Ex, UPS or other carriers, for delivery of their bids/proposals. To help keep your employees, as well as, our staff safe, HCC only accepts curbside deliveries.

For courier delivery questions or concerns when attempting to deliver to the loading dock located in the rear of the building on Rosalie Street, the telephone number is 713-718-5107. It is solely the responsibility of each proposer to assure that their bid/proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

Balance of page intentionally left blank.

Section 2 – Proposal Evaluations

1. Evaluation Criteria

Step 1

The scoring of proposals for this RFP will occur in two (2) steps. During Step 1, an Evaluation Committee ("Committee") will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee's evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Firm's Qualification and Experience (Section 4.4.c - Tab 1)	35
Acceptability of Contract Terms and Conditions (Tab 2); Proposed Approach and Methodology, (Section 4.4.e - Tab 3)	35
Past Performance & References (Section 4.4.f - Tab 4)	30
Completeness of Price Proposal (Information sufficiently complete and clear to enable HCC to evaluate vendor's pricing for all elements of the required scope)	Pass or Fail
Demonstrated Financial Resources and Solvency (Vendor financially solvent, good legal standing, able to meet insurance requirements)	Pass or Fail
Responsiveness to Requirements (Vendor submitted all required components of the solicitation response such that HCC is able to evaluate the vendor in all non-price scoring categories and can verify vendor's compliance with applicable law, policies and certifications)	Pass or Fail
Total Points	100

STATEMENT OF PROBABILITY: The College has determined that subcontracting opportunities and small business participation **are not** probable in connection with this procurement solicitation.

Step 2

Following the evaluation, scoring and ranking of all proposers based on the weighted factors above (Step 1), proposers earning a minimum of 80 points, and who are deemed otherwise responsible and eligible (see below), will enter the pricing phase (Step 2).

During this Step 2, all proposers scoring a minimum of 80 points during Step 1 will be re-ranked, in the order of lowest price to highest price, giving price a weight of 100% at this phase for all qualifying proposers. All remaining proposers who did not receive a minimum of 80 points in Step 1 will remain in their same ranking position resulting from Step 1, and their price proposals will have no weight in Step 2.

In the event the HCC determines, in its sole discretion, that an insufficient number of firms received a minimum of 80 points in Step 1, such that there will not be adequate price competition among qualified firms in Step 2, HCC reserves the right to select up to three (3) of the top scoring proposers from Step 1 to move on to Step 2, even if such firms scored less than 80 points in Step 1. HCC may, however, refuse to select a second or third firm to move on to a Step 2 price evaluation if there is a greater than 10% spread (as calculated by the higher score minus the lower score, divided by the lower score) between a firm and the next highest-ranked firm.

2. Eligibility for Award

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. 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.

- a. Responsible proposers, at a minimum, must meet the following requirements:
 - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - iii. Have a satisfactory record of past performance;
 - iv. Have necessary personnel and management capability to perform any resulting contract;
 - v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - vi. 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; and
 - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b. 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.
- c. 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 proposers.

- d. 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 5.17 - Prohibited Communications and Political Contributions.
- e. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

Balance of page intentionally left blank.

Section 3 – Instructions to Proposers

1. General Instructions

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of HCC.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Contact 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.
- h. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

2. Preparation and Submittal Instructions

All Attachments noted are to be completed and submitted with Proposal, Attachments 1, 5 and 7 must be signed and notarized.

3. Document Format and Content

- a. 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.
- b. Responses to this RFP must include a response to the proposal requirements set forth in the Scope of Services, above.
- c. 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 (CD or flash drive) copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.
- d. 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.
- e. Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- f. Number of Copies: Submit one (1) original printed and one (1) electronic copy of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your price proposal. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
 - a. Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Solicitation Schedule.
 - b. The envelope containing a proposal shall be addressed as follows:
 - i. Name, Address and Telephone Number of Proposer;

- ii. Project Description/Title; Project Number; and Proposal Due Date/Time.
- c. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- d. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

4. Proposer Response

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

- a. Cover letter
The cover letter shall not exceed 1 page in length, summarizing key points in the proposal and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), 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. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

- b. Table of Contents
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.
- c. Tab 1: Firm's Qualification and Experience
 - i. Qualifications & Experience of the Firm: Provide a brief description of your firm, including the total number of supporting personnel related to providing the services of the type and kind required in this RFP.
 1. Provide firm's principal(s) and staff commitment in providing the services required in this solicitation.
 2. Provide firm's overall ability in providing the services required in this solicitation.
 3. Demonstrate firm's understanding, knowledge and experience of the solicitation requirements.

- 4. Provide examples of your firm civic activities including awards and recognitions.

- ii. Provide a detailed list where your firm has provided services of the type and kind required in this RFP during the past 3 years including but not limited to public and private organizations including: state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, or other special authorities and districts.

HCC may verify all information furnished. As a minimum, include the following per project experience:

1. Project Name, Location – Year Completed.
2. Brief project description describing your experience, work performed by your firm and work subcontracted.
3. Owner's Name, title, and current phone number.
4. Identify firm's role; completion date; and contract name(s).
5. The methods of delivery used and how the firm maintains quality control.
6. Provide documented experience in providing the types of services described herein especially related to community or junior college experience or higher education facilities experience and with regard to accomplishment of past engagements involving services of the type and kind required in this RFP. List if firm was prime or subcontractor.

- d. Tab 2 – Proposed Contract Terms and Conditions. Proposers should submit a proposed form of ESA that is specifically applicable to doing business with political subdivisions and educational institutions.

- e. Tab 3 – Proposed Approach & Methodology
This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFP. By reading the proposed approach and methodology overview, HCC must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the services comply with the requirements of this RFP.

- i. Proposer shall respond to all requirements and questions noted in Section 1.

- ii. Provide a detailed implementation plan with projected start and end dates of completion for each task from delivery of service to HCC. List any required HCC resources or expectations needed in order to meet the proposed timeline.
 - iii. Proposer must provide an approach and methodology overview which consists of a concise and detailed description of the requested services proposed in response to this RFP.
 - iv. HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFP.
 - v. **Quality:** Please identify the key metrics you propose to use to measure your performance in delivering services of the type and kind required in this RFP 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 quality of work, ensure delivery is met, and how problems are tracked, escalated (if required) both internally and with the customer.
 - vi. **Customer Satisfaction:** How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
 - vii. **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.
- f. Tab 4 - Past Performance and References
This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.
- i. Provide contact information for the list of accounts noted in Tab 1 above, HCC may verify all information furnished.
 - ii. Describe lessons learned from previous clients for services of the type and kind required in this RFP that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- iii. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this RFP.
 - iv. Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.
 - v. Provide a list of any work that your firm may have completed for Houston Community College during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with HCC or as a subcontractor under an engagement.
 - vi. Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recently completed engagements for the services of the type and kind required in this RFP.
- g. Tab 5 – Price Proposal
The Proposer/Contractor shall furnish all resources and services necessary and required to provide the services of the type and kind required in this RFP, in accordance with the Scope of Services, and the governing terms and conditions for the proposed price(s) listed in Section 2 – Price Proposal.
- i. Please include a description of any discount offered to HCC and an outline of any other fees or charges.
 - ii. For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.
- h. Tab 6 - Small Business Practices
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.

- i. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
 - ii. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the solicitation (b) a description of previous engagements where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each engagement; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this solicitation; and (d) indicate what challenges you anticipate in attaining HCC's goal.
 - iii. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.
 - iv. Provide a reference list of all customers noted in Tab 4 above that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.
- i. Tab 7 - Firm's Financial Status
- i. Please provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
 - ii. 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. Tab 8 – Business Relationship Strength
 "Business Relationship Strength" for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful "relationship" between the selected contractor and HCC for the duration of the contract. Respondent's Statement of Qualification must include their definition, proposal and commitment to forge, foster and maintain a mutually successful "relationship" with HCC. At a minimum, your response must include:
- i. your definition of a mutually successful "relationship" between your firm and HCC; and
 - ii. your firm's commitment to a mutually successful "relationship" in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, at the discretion of HCC, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the contract.
- iii. Student Internship: HCC is expanding its student internship program. Proposers are encouraged to describe how they envision using HCC students as part of their delivered service to support the application of relevant educational programs as aligned with real world work experience. Proposers willing to participate in this educational enrichment opportunity should provide the following information in the proposal response:
- 1. Number of HCC students proposed to be used as student interns in delivering the scope of services as defined in this RFP.
 - 2. Proposed task and objectives that HCC student interns shall perform under the resulting contract.
 - 3. Proposed number of hours and length of engagement for HCC student interns shall perform under the resulting contract.
 - 4. Proposed work location where HCC student interns shall perform under the resulting contract. If not on site as part of the project team, any proposed work locations must be within Houston, Texas given student class schedules.
 - 5. Proposed mentor/representative that will be responsible in working with and leading HCC student interns under the resulting contract.
- k. Tab 9 – Required Attachments
 This section shall include all Attachments noted in Section 6; all forms shall be completed, signed and submitted with Proposal. Attachments 1, 5 and 7 must be signed and notarized.

Section 4– General Information

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.

1. General Information

Houston Community College's service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City. The System is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate degree.

Houston Community College serves its students each semester, by offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepares students in our diverse community to compete in an increasingly technological and international society. Houston Community College plays an integral role in transforming the lives of its students and making our community work.

More information regarding HCC can be found in the annual [HCC Fact Book](#).

HCC Mission - Houston Community College is an open-admission, public institution of higher education offering a high-quality, affordable education for academic advancement, workforce training, career development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

HCC Vision - Houston Community College will be a leader in providing high quality, innovative education leading to student success and completion of workforce and academic programs. We will be responsive to community needs and drive economic development in the communities we serve.

Additional information about Houston Community College may be found by visiting [HCC Website](#).

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

2. Overview

The Houston Community College, ("HCC") or ("College") is seeking proposals from qualified firms in accordance with the Scope of Services noted above. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide the 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). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

HCC reserves the right to make single, multiple or no award for the services described herein and as deemed in its own best interests.

HCC reserves the right to reject any or all proposals or to accept any proposals it considers most favorable to HCC, or to waive irregularities in the Request for Proposal (RFP) and submittal process. HCC further reserves the right to reject all proposals or submittals and terminate the solicitation process or seek new proposals when such procedure is reasonably in the best interest of HCC.

This RFP solicitation does not in any way obligate HCC to award a contract or pay any expense or cost incurred in the review and submission of proposals responding to this RFP.

All applicable attachments contained in the RFP shall be completed. Failure to do so may result in the firm's proposal or submittal being declared non-responsive to the solicitation requirements.

Information provided in response to the RFP is subject to the Texas Public Information Act and may be subject to public disclosure.

By submitting its proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of "most-qualified" and "best valued" firm(s) will require subjective judgments by the Evaluation Committee.

Any exceptions taken to the terms of the RFP must be specific, and the respondent must indicate clearly what alternative is being offered to allow HCC a meaningful opportunity to evaluate and rank proposals and implications of the exception (if any).

Where exceptions are taken, HCC shall determine the acceptability of the proposed exceptions. HCC may accept or reject the exceptions. Where exceptions are rejected, HCC may insist that the respondent furnish the services described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, HCC is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted

all terms and conditions to which no exceptions have been taken.

The RFP provides information necessary to prepare and submit proposals or responses for consideration by HCC based on the listed criteria. HCC may request additional clarification and oral interviews solely on the written responses to this request for proposals.

3. Award / Contract Approval

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

4. Pre-Proposal Meeting

The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-proposal meeting shall be binding to HCC; any changes to the requirements of this RFP shall be made by way of written solicitation amendment.

If applicable, the Pre-Proposal Meeting date and time is noted in the Solicitation Schedule (see Page 2)

5. HCC Contact

Any questions or concerns regarding this Request for Qualification shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposer restrict all contact and questions regarding this RFP to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

6. 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 addenda will be posted on the HCC Website www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to acknowledge receipt of such in their proposal.

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 (Contract Award Form).

7. Commitment

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated

requirements for the materials or services described herein 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.

8. Acquisition from Other Sources

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

9. 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.

10. Obligation and Waivers

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

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

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 AN 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.

11. 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 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.

12. 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 HCCs discretion.

13. 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.

14. Small Business Development Program (SBDP):

The Houston Community College System's Small Business Development Program ("SBDP" or the "Program") was created to provide business opportunities for local small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program, however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

HCC recognizes certification by the following governmental and private agencies: Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE, MWPDBE and DBE Certifications, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews. For more information regarding SBE Certifications go to <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>.

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:

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

Points shall be awarded in accordance with the Proposal Response based on the prime vendor's certifications and/or commitment to small business subcontracting stated in the solicitation document and the published point scale. The points noted below are sample as aligned with the Proposal SBE Subcontracting Commitment table noted above.

A copy of the complete SBDP Procedure may be found on our [Small Business Website](#).

- a. Certified small business prime contractor – automatically eligible for maximum available SBE points. However, HCC reserves the right to deny the points, and look only to the prime contractor's use of subcontractors, if HCC, in evaluating solicitation responses, makes a determination that the prime contractor will not have a legitimate and active role in the performance of the contract;
- b. Certified small business prime contractor that meets the SBE Bonus Points subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE Bonus Points. The noted Bonus Points shall only be available when a certified SBE who is the prime contractor shall also use a certified SBE as a subcontractor. This category of points shall only be available when subcontracting opportunity is identified as noted in the published table;
- c. Non-certified small business prime contractor that meets the SBE subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE points;
- d. Non-small business prime contractor with non-small business subcontractor – no points; and
- e. Non-small business prime contractor self performing work – no points

The ultimate decision to award Contracts will be made by the HCC Board of Trustees based on its determination of best value to HCC or otherwise in accordance with the solicitation's method of procurement.

15. 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.

16. Internship Program:

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. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Mr. James Mable, Director of Career & Job Placement at 713-718-6485.

18. 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, respondent, 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 the Vendor, subject to the penalties stated herein.

In the event the Board refers the recommendation back to the 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, proposer, 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 proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

17. 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.

18. 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 Contractor 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.

19. 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.

20. Appropriated Funds:

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

21. 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. 6, Conflict of Interest Questionnaire Form, and Attachment No. 7, 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. 6 and Attachment No. 7** 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 may render your proposal non-responsive.

22. Ethics Conduct:

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

23. No Third Party Rights:

This Contract is made for the sole benefit of 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.

24. 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.

25. Validity Period:

Proposals are to be valid for HCC's 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.

26. Terms and Conditions:

HCC's General Terms and Conditions of Purchase Order dated June 2, 2020, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).

Bidders may offer for HCC's 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. Bidder's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

27. Submission Waiver:

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

28. Indemnification:

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in

any manner connected with Contractor's performance under this Agreement.

29. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

30. Invoice:

To facilitate payment, invoices for goods or services delivered in accordance with the resulting contract and purchase order shall be emailed to the Accounts Payable Department with copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to: small business firm's name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

31. Cooperative Purchasing Agreement:

As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be

issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed,

deliveries made or payment for goods or services ordered by the entities. Proposer is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

32. W9 Form

Bidder shall include a W9 Form with their bid submission. I acknowledge that a copy of my company's W9 Form has been included with this submission.

Balance of page intentionally left blank.

Section 5 – Required Attachments

Proposers shall complete all noted Attachments and submit with Proposal, Attachments 1, 5 and 7 must be signed and notarized.

Attachment Number	Attachment Title
Attachment No. 1	Contract Award Form
Attachment No. 2 NOT APPLICABLE	Determination of Good Faith Effort Form
Attachment No. 3 NOT APPLICABLE	Small Business Unavailability Certificate
Attachment No. 4 NOT APPLICABLE	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer's Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interests

Balance of page intentionally left blank.

**ATTACHMENT NO. 1
CONTRACT AWARD FORM
HCC PROJECT NO. RFP 21-04**

PROJECT TITLE: Retail Electric Provider Services

PROJECT NO.: RFP 21-04

Name of Bidder/Contractor: _____

Federal Employer Identification Number: _____
(Note: please refer to Section 5.9 Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Where did you learn of this RFP (please be specific): Website HCC Other _____;
 SBDP event _____; Newspaper _____; Other _____.

In compliance with the requirements of this Request for Proposal for providing _____, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical Proposal and Price Form 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 and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of an HCC Purchase Order and will have the following order of precedence: 1) HCC Terms and Conditions of Purchase Order, 2) HCC referenced solicitation including all amendments issued by HCC, 3) the RFP response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this 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: _____
Title: _____ State of: _____

Sworn to and subscribed before me at _____ (City) _____ (State)
this _____ day of _____, 2020.

Notary Public of the State of: _____

NOT APPLICABLE
ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 21-04

Bidder _____

Address _____

Phone _____

Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Bidder 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 Bidder 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. 3 and No. 4)

_____ 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 Bidder to complete this form Section and submit supporting documentation explaining in what ways the Bidder has made a good faith effort to attain the goal. The Bidder will respond by answering "yes" or "no" to the following and provide supporting documentation.

_____ (1) Whether the Bidder 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 Bidder divided the work into the reasonable portions in accordance with standard industry practices.

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

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

NOTE: If the Bidder 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 Bidder 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.

Section 4

CERTIFIED SMALL BUSINESS CLASSIFICATION

Please list the small business certification type for all proposed vendors included in the proposed offer; proposer shall include the prime contractor and sub contractor details as noted below.

See Section 5.14 Small Business Development Program

Vendor Name (Prime and Subcontractor)	Certification Type	Certification Number	Certification Expiration Date

Signature of Bidder Title

Date

Balance of page intentionally left blank.

NOT APPLICABLE

**ATTACHMENT NO. 3
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. RFP 21-04**

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 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 Bidders)

Signature: _____

NOT APPLICABLE
ATTACHMENT NO. 4
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM
HCC PROJECT NO. RFP 21-04

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

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

Business Name: _____ Submitted (Name): _____

Contractor's Price/Total: \$ _____

Address: _____

Small Business
Subcontractor (s) Price/Total: \$ _____
Non-Small Business

Telephone/Fax: _____ Date: _____

Subcontractors Price/Total: \$ _____
Grand Total: \$ _____

**ATTACHMENT NO. 5
PROPOSER'S CERTIFICATIONS
HCC PROJECT NO. RFP 21-04**

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 and Political Contributions 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 Bidder 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, and 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."

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.

7. HOUSE BILL 89 ACKNOWLEDMENT:

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

1. Does not boycott Israel currently, and
2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with,

terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

8. SENATE BILL 252 ACKNOWLEDGE:

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

9. DIVESTMENT STATUTE LISTS:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

10. CERTIFICATE OF INTERESTED PARTIES FORM

Beginning January 1, 2016, successful bidders awarded contracts that are valued at \$50,000 or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented to the Board of

Trustees for approval. For a list of Frequently Asked Questions you can go to:

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

The form must be submitted at:

https://www.ethics.state.tx.us/whatsnew/elf_info_for_m1295.htm

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
 - *The values of the contract cannot be determined at the time the contract is executed; and
 - *any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

11. CRIMINAL BACKGROUND CHECK

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony offense involving controlled substances; 5) Any felony offense against property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

12. DEBARMENT

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

13. EQUAL OPPORTUNITY EMPLOYER (EOE)

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

14. NON COLLUSION STATEMENT

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee

or agent to any other person engaged in this type of business prior to the official opening of this bid.

15. DELINQUENT FRANCHISE TAXES CERTIFICATION

As required by §2252.903, Government Code, bidder's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:

A. The corporation is exempt from payment of franchise

taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

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

Signed By: _____ Name: _____
Title: _____ State of: _____

Sworn to and subscribed before me at _____ (City) _____ (State)
this _____ day of _____, 2020.

Notary Public of the State of: _____

Instruction: Using the following table, please fill in the names of any member of the Respondent's company who is a "Contractor" (as defined in Section 5 above); any person with an ownership interest of 10% or more; and any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

Name	Title	Company Name

Company Name: _____

Authorized Company Representative: _____

Authorized Representative's Title: _____

Authorized Representative's Signature: _____

Date: _____

If **NO** Ownership Interest Discloser has been stated above, check

Balance of page intentionally left blank.

**EXHIBIT 2 - TO ATTACHMENT NO. 5
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. RFP 21-04**

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, contractor, 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. 6
CONFLICT OF INTEREST QUESTIONNAIRE
HCC PROJECT NO. RFP 21-04**

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of vendor 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. (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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer 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>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

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

**ATTACHMENT NO. 7
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. RFP 21-04**

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:

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

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

This disclosure is submitted on behalf of:

(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

"NOTE: 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."

Signed By: _____ Name: _____

Title: _____ State of: _____

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

this _____ day of _____, 2020.

Notary Public of the State of: _____