



**Procurement
Operations**

Request for Qualifications

For

Real Estate Broker Services

Project No. 12-41

Submittal Deadline: April 26, 2012 no later than 3:00pm (local time)

REQUEST FOR QUALIFICATIONS

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REQUEST FOR QUALIFICATIONS

Date: April 2, 2012

Project Name: Real Estate Broker Services

HCC Project No. 12-41

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Shiela Perla, CPPO
Title: Sr. Buyer
Telephone: (713) 718-5014
Fax: (713) 718-2113
Email: Shiela.Perla@HCCS.edu

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

I. General

The Houston Community College (“HCC”) is seeking statements of qualifications from firms interested in providing HCC the services of a licensed commercial real estate broker to provide Real Estate Broker Services on an “as needed” basis. The required services will consist of the sale of surplus properties and the acquisition and lease of properties. Generally, the selected real estate broker(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be two (2) years with the option to renew for two (2) one-year terms. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

The selected firm will be expected to perform the services in accordance with the Scope of Services set forth in Attachment No. 2 and in accordance with the requirements of this solicitation

The Request for Qualifications (RFQ) provides the information necessary to prepare and submit qualifications 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 qualifications.

By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of “most-qualified” firm(s) will require subjective judgments by the Evaluation Committee.

Qualifications shall not include any information regarding respondent’s fees, pricing or other compensation. Such information will be solicited from the firm selected as the most highly qualified by HCC, in accordance with the published evaluation criteria

II. Pre-proposal Meeting: ___Mandatory ___Non-Mandatory __X___Not Applicable

III. Document Submission:

- A. Interested firms shall submit original and **five (5)** printed copies of their statement of qualifications documents to the below address no later than **April 26, 2012 @ 3:00 p.m. (local time)**. Original and copies of the submission should be accompanied by one (1) CD or flash drive with electronic copies of the submission. The electronic copies should be in non-editable .PDF format and should include the entire submission.

**Houston Community College
Procurement Operations
Attn: Shiela Perla, CPPO
3100 Main Street (11th Floor, Room No. 11A06)
Houston, Texas 77002
Project Name: Real Estate Broker Services Project No. 12-41**

- B. **Please complete and return the following documents in your statement of qualifications package:**

- Response to Section V
- Attachment No. 1 Respondent/Contract Award
- Attachment No. 3 Determination of Good Faith Effort
- Attachment No. 4 Small Business Unavailability Certificate
- Attachment No. 5 Contractor & Subcontractor Participation Form
- Attachment No. 6 Small Business Development Questionnaire
- Attachment No. 7 Respondent Certifications
- Attachment No. 8 Conflict of Interest Questionnaire
- Attachment No. 9 Disclosures

C. Notes:

C.1 All applicable attachments contained in the RFQ shall be completed. Failure to do so may result in the firm's Qualification Submittal being declared non-responsive to the solicitation requirements.

C.2 In addition to signature, Attachment Nos. 1, 7, and 9 must be notarized.

C.3 Late Qualification Submittals properly identified will be returned to submitting respondent unopened. Late Statement of Qualifications will not be considered under any circumstances.

C.4 Facsimile ("FAX") or electronic (email) submittals are not acceptable when in response to this Request for Qualifications.

IV. Inquiries and Interpretations

Any questions or concerns regarding this Request for Qualifications shall be directed to the above named HCC individual.

HCC specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individual. Interested firms may make written inquiries only concerning this Request for Qualifications to obtain clarification of the requirements. Written inquiries shall be submitted no later than **3:00 p.m. (local time) on April 13, 2012** to the above named individual. Requests received after this date and time will not be accepted. It is HCC's intent to respond to all appropriate questions and concerns; however, HCC reserves the right to decline to respond to any questions.

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

Only those HCC replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. Respondent must acknowledge receipt of all addenda in Attachment No. 2 of this RFQ (Proposal/Contract Award Form).

V. Document Format and Content

A. Responses shall be submitted in 8 ½” x 11” sizes. Responses must be typed and should not include any unnecessarily elaborate or promotional material. The form, content and sequence of the response should follow the outline presented below.

B. Document Content:

1. **Transmittal Letter/Introduction (1 Page maximum):** The letter of transmittal shall be addressed to Shiela Perla, and must, at a minimum, contain the following:
 - a. Identification of the offering firm(s), including name, mailing address, e-mail address, telephone number and fax number of each firm;
 - b. Acknowledgement of receipt of RFQ amendments, if any;
 - c. Name, title, address and telephone number and fax number of a contact person for the firm(s);
 - d. Identification of any information contained in the response documents which the respondent deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the Texas Open Records Act (a blanket statement that all contents of the response document are confidential or proprietary will not be honored by HCC); and signature of a person authorized to bind the offering firm to the terms of the response documents.
2. **Table of Contents:**

Immediately following the transmittal letter and introduction, include a complete table of contents for material included in the response documents.
3. **Company Profile, Qualification and Experience:** 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, 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 Statement of Qualifications.**
4. **Proposed Staffing and Organization:** This section should discuss the staff of the responding firm who would provide the Real Estate Broker Services.
 - a. Key Personnel: Identify the Key personnel that would be assigned to HCC and will provide the Work described in Attachment No. 2, Scope of Services. Please include the following:
 - i. a brief description of their unique qualifications as it pertains to this Work,
 - ii. availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project,
 - iii. Respondent’s job functions and office location.
 - iv. Designate the individual who is authorized to sign and enter into any resulting contract.
 - v. Provide brief resumes (not more than one (1) page) for each key personnel.
 - b. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFQ
5. **Past Performance:** This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work. Provide examples of similar project experience; public institutions or public entities, preferred. HCC may verify all information furnished. As a minimum, include the following per project experience:
 - a. Project Name, Location – Year Completed;
 - b. Brief project description describing your experience, work performed by your firm and work subcontracted.
 - c. Owner Name, title, and current phone number.
6. **Firm’s Financial Status:**
 - a. Provide evidence of the firm’s financial stability including but not limited, any one or more of the following: the firm’s audited financial statement for the last two (2) years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your short and long-term credit rating; a letter from the company’s CPA attesting to the company’s financial stability.

- b. Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction and the estimated timing for the transaction to be completed.
- c. Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with HCC.
- d. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.

7. **Small Business Commitment:** For this Project HCC has a small business participation goal of **Best Effort**. At a minimum, your response must include: (a) a description of previous projects where your firm has successfully subcontracted work to small businesses, minority/women owned businesses, and/ or disadvantaged businesses including the percentage (%) of work subcontracted to these firms under each project; (b) a narrative outlining your overall approach to subcontracting and how you will solicit and select small businesses, minority/women owned businesses, and/ or disadvantaged businesses for participation as part of this Project; and (c) indicate what challenges you anticipate in attaining HCC’s goal of **Best Effort**.

Note: Refer to Attachment Nos. 3, 4 & 5, Determination of Good Faith Effort, Contractor and Subcontractor Participation Form, and Small Business Unavailability Certificate, respectively These forms are provided as Samples only and do not need to be completed by Respondents at this time.

8. **Subcontracting:**

- a. Describe what opportunities you foresee to utilize sub-consultants/subcontractors to perform portions of the work contemplated under this RFQ?
- b. Describe your company’s process for the selection sub-consultants/subcontractors and process for evaluating sub-consultants/subcontractors performance?

9. **Business Relationship Strength**

“Business Relationship Strength” for the purpose of this RFQ 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 term.

Respondent’s Qualification Statement 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: (a) your definition of a mutually successful “relationship” between your firm and HCC; and (b) 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, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the Project

10. **RESPONDENT’S ABILITY TO MEET SCHEDULES ON PAST PROJECTS**

Provide any other details regarding special services, products, advantages or other benefits offered to HCC by the Respondent.

VI. **Evaluation Criteria**

Selection of the most qualified firm will be made on the basis of demonstrated competence and qualifications to perform the Real Estate Brokers Services. An Evaluation Committee will review the statement of qualifications submitted in response to the solicitation. Evaluation factors for the selection of the firm(s) are as follows:

Evaluation Criteria	Available Points
Professional Qualifications and Experience of Firm (See description at Section V.3)	40

Experience and Qualifications of Personnel (See description at Section V.4)	25
Past Performance of Firm & Assigned Personnel (See description at Section V.5)	25
Firm's Financial Status (See description at Section V.6)	5
Business Relationship Strength (See description at Section V.9)	5
Small Business Commitment (See description at Section V.7)	acceptable/unacceptable
Total Points	100

HCC may request additional clarification and oral interviews from a short-list of the top rated firms solely on the written responses to this request for qualifications.

VII. Eligibility for Award

- a. In order for a respondent to this solicitation to be eligible to be awarded the contract, the Qualification submittal must be responsive to the solicitation and HCC must be able to determine that the respondent is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive Qualification submittals 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. Qualification submittals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible respondents, at a minimum, must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract:
 - Have a satisfactory record of past performance:
 - Have necessary personnel and management capability to perform any resulting contract:
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements:
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency:
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Respondents(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section VII. (c), above and as necessary to perform the requirements of the solicitation and be determined a responsible respondent. Failure to provide any requested additional information may result in the respondent being declared non-responsive and the proposal being rejected.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the respondent or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- f. A person or respondent shall not be eligible to be considered for this solicitation if the person or respondent engaged in or attempted to engage in prohibited communications as described in Section X of this solicitation.

VIII. 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 respondent 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 respondent 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 respondent releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

IX. Small Business Development Program (SBDP)

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

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation.

X. Prohibited Communications

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, 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 the day the contract documents are signed by all parties. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving 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, bidder, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify bidders, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

XII. 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.

XIII. 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 /respondent submitting a response to this solicitation must complete (as applicable), sign and submit Attachment No. 8, Conflict of Interest Questionnaire Form, and Attachment No. 9, Disclosures – 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. 8 and Attachment No. 9 shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments shall render your proposal non-responsive.

XIV. Ethics Conduct

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

XV. Submission Waiver

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

XVI. Obligation and Waivers:

THIS RFQ IS A SOLICITATION FOR STATEMENTS OF QUALIFICATION AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

This Request for Qualifications does not obligate HCC to award a contract or pay any costs incurred by the respondent in the preparation and submittal of a proposal.

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

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

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

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

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

XVII. Vendor Registration

A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITION OF CONTRACT AWARD. The website address to access the vendor registration form is: <http://hccs.aecglobal.com/SupplierRegistrationForm.asp>

XVIII. Terms and Conditions

The General Terms and Conditions of Contracts (ref. Attachment No. 10) shall govern any Purchase Order/Contract issued as a result of this solicitation (RFQ).

Proposers 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. Proposer's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

ATTACHMENT NO. 1

PROPOSAL/CONTRACT AWARD FORM

PROJECT TITLE: Real Estate Broker Services

PROJECT NO.: 12-41

Name of Respondent/Firm: _____

Federal Employer Identification Number _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Amendment Number(s): _____

In compliance with the requirements of this Request for Qualifications for Real Estate Broker Services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with our Statement of Qualifications dated _____ and as mutually agreed upon by subsequent negotiations, if any.

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

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

State of _____

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

this the _____ day of _____, 2012.

Notary Public for the State of: _____

ATTACHMENT NO. 2

SCOPE OF SERVICES

The Houston Community College (“HCC”) is seeking statements of qualifications from firms interested in providing HCC the services of a licensed commercial real estate broker to provide Real Estate Broker Services on an “as needed” basis. The required services will consist of the sale of surplus properties and the acquisition and lease of properties. Generally, the selected real estate broker(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation.

The scope of services covers the requirements of licensed real estate broker(s) to assist Houston Community College in the sale of surplus properties and the acquisition of properties on an “as needed” basis.

Requirement

The real estate broker shall perform at least the following tasks:

- Identify potential buyers for any properties selected for disposal by HCC.
- Prepare advertising and sale/acquisition documents.
- Distribute sale documents to interest buyers.
- Provide regular progress reports to HCC.
- Research markets for viable real estate acquisitions.
- Assist HCC personnel in the evaluation and sale/acquisition process.
- Present oral presentations to the HCC Board of Trustees, as requested by HCC.
- Ensure all State of Texas laws and procedures regarding disposal of public property are followed.
- Locate properties for lease by Houston Community College.
- Function as a liaison with landlords of the property lease by HCC, and with the approval of HCC, negotiate leases.
- Provide assistance to HCC in locating tenants for available space.
- Assist as a liaison with current tenants to maintain leases and renewals.

**ATTACHMENT NO. 3
DETERMINATION OF GOOD FAITH EFFORT
PROJECT NO. 12-41**

Respondent _____

Address _____

Phone _____

Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Respondent 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 Respondent 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.4 Contractor/Subcontractor Participation Form and No. 5 SBD Questionnaire)

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

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

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

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

NOTE: If the Respondent 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 Respondent must submit a letter of justification.

Section 3.

SELF PERFORMANCE JUSTIFICATION

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

(Signature of Respondent)

(Title)

(Date)

Balance of page intentionally left blank.

**ATTACHMENT NO. 4
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
PROJECT NO. 12-41**

I. _____ TITLE _____
 OF _____ FIRM NAME _____ CERTIFY THAT ON _____ DATE _____

THE SMALL BUSINESSES LISTED HEREIN WERE CONTACTED TO SOLICIT PROPOSALS FOR MATERIALS OR SERVICES TO BE USED ON THE ABOVE STATED PROJECT.

DATE	SMALL BUSINESS	TELEPHONE #	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 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 AWARDED 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 RESPONDENT INSTRUCTIONS)

PRINT NAME

SIGNATURE

TITLE

DATE

ATTACHMENT NO. 5 (Sample)

HCC PROJECT NO. 12-41

CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

RESPONDENT/OFFERER PRESENTS THE FOLLOWING PARTICIPANTS IN THIS SOLICITATION AND ANY RESULTING CONTRACT. ALL RESPONDENTS/OFFERORS, INCLUDING SMALL BUSINESSES SUBMITTING PROPSALS AS PRIME CONTRACTORS, ARE REQUIRED TO DEMONSTRATE GOOD FAITH EFFORTS TO INCLUDE SMALL BUSINESS IN THEIR PROPOSAL SUBMISSIONS.

CONTRACTOR	TYPE OF WORK TO BE DONE	TYPE OF SMALL BUSINESS CERTIFICATION	PERCENT OF CONTRACT EFFORT	PRICE \$
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
NON-SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				

BUSINESS NAME: _____
ADDRESS: _____
SUBMITTED BY: _____

TELEPHONE/FAX: _____
E-MAIL ADDRESS: _____

	DATE SUBMITTED	_____
	CONTRACTOR'S PRICE/TOTAL SMALL BUSINESS	\$ _____
	SUBCONTRACTOR(S) PRICE/TOTAL NON- SMALL BUSINESS	\$ _____
	SUB-CONTRACTOR'S PRICE/TOTAL	\$ _____
	GRAND TOTAL	\$ _____

**ATTACHMENT NO. 6
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE
PROJECT NO. 12-41**

Note: Vendors are to complete and submit this form in a separate envelope marked “*Small Business Development Questionnaire*” as part of the Statement of Qualification response.

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON’S NAME AND PHONE NO. _____

SIGNATURE OF FIRM’S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

<u>ETHNICITY</u>	<u>GENDER</u>	<u>LOCATION</u>
<input type="checkbox"/> African American (AA)	<input type="checkbox"/> Male	<input type="checkbox"/> Houston (H)
<input type="checkbox"/> Asian Pacific American (APA)	<input type="checkbox"/> Female	<input type="checkbox"/> Texas (T)
<input type="checkbox"/> Caucasian (C)		<input type="checkbox"/> Out of State (O)
<input type="checkbox"/> Hispanic American (HA)		Specify State _____
<input type="checkbox"/> Native American (NA) <input type="checkbox"/> Public Owned (PO)		
<input type="checkbox"/> Other (O) Specify _____		

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 7
RESPONDENT CERTIFICATIONS
PROJECT NO. 12-41**

1. NON-DISCRIMINATION STATEMENT:

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

2. ASSURANCE OF SBDP GOAL:

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

Small Business Participation Goal = Best Effort

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 Respondent may be subject to the loss of the contract or the termination thereof

3. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications provision set forth in the RFQ. The undersigned further understands that the Respondent 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 the day the contract documents are signed by all parties. 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 Respondent, violation of the Blackout Period may result in the cancellation of the referenced transaction, disbarment, disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

4. CERTIFICATION AND DISCLOSURE STATEMENT:

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

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

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

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

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

Sworn to and subscribed before me at _____, _____,
(City) (State) this the
_____ day of _____, 2012.

Notary Public for the State of: _____

ATTACHMENT NO. 8

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

Adopted 06/29/2007

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. 9
DISCLOSURES
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
PROJECT NO. 12-41**

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

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

**Houston Community College
Attn: Procurement
3100 Main Street
Houston, TX 77002**

With a copy to:

**Houston Community College
Attn: Office of System-wide Compliance, Compliance Officers
3100 Main. Street
Houston, TX 77002**

This requirement applies to contracts with a value exceeding \$50,000.

Section 1 - Disclosure of Financial Interest in the Vendor

a. If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: _____
Address: _____

- Ownership interest exceeding 10%
- Ownership interest exceeding \$15,000 or more of the fair market value of vendor
- Distributive Income Share from Vendor exceeding 10% of individual's gross income
- Real property interest with fair market value of at least \$2,500
- Person related to or married to individual has ownership or real property interest in Vendor
- No individuals have any of the above financial interests
(If none, go to Section 2)

b. For each individual named above, show the type of ownership/distributable income share:
sole proprietorship ___ stock ___ partnership _____

other (explain) _____

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

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

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

the percent of ownership _____%, or
the value of the 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 eighteen (18) months, 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 eighteen (18) months. 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

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 a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed) _____ Title _____

Signature _____ Date _____

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

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

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

ATTACHMENT NO. 10
SAMPLE REAL ESTATE BROKER CONSULTING SERVICES CONTRACT FOR GENERAL TERMS
AND CONDITIONS OF CONTRACTS
PROJECT NO. 12-41

This Contract ("Contract") is made by and between the Houston Community College ("HCC"), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002, and _____ (the Contractor), whose address is _____ (individually, "Party" and collectively, "Parties"), effective as of _____ ("Effective Date").

RECITALS

WHEREAS, HCC has a need of a consulting services contract related to HCC Real Estate Broker Services.

WHEREAS, Contractor has demonstrated competence, based on work under a prior contract between HCC and/or as a separate vendor, to perform real estate broker services and to complete the Project as set forth and required under this Contract; and

WHEREAS, Contractor desires to and has agreed to perform such services; and

WHEREAS, HCC finds that it is within its mission and purpose to procure such services and enter this Contract.

NOW THEREFORE, for the mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, HCC and Contractor, agree to the following:

TERMS AND CONDITIONS OF CONTRACT

1. SERVICES AND PROGRESS REPORTS

1.1 The Contractor shall provide real estate broker services for completion of the Project to HCC, in accordance with the deliverables and Scope of Services attached hereto as Exhibit B ("Services") and under the terms and conditions set forth in this Contract.

1.2 The Contractor shall perform and complete the Services to the satisfaction of HCC. The Contractor shall allocate adequate time, personnel, and resources as necessary to perform the Services. The Contractor shall diligently perform all Services under this contract and shall strive to further the interest of HCC in accordance with HCC's Project requirements and procedures. The Contractor warrants and represents that qualified personnel shall perform the Services and shall be a professional quality.

1.3 The Contractor shall use its best professional efforts, skill, judgment, and abilities in performing the Services. The Contractor agrees and acknowledges that HCC is relying on its professional advice, opinion, efforts, skill, judgment, and abilities and but for such reliance, which is a material inducement for HCC engaging the Contractor to perform the Services, HCC would not have entered this Contract with the Contractor.

1.4 HCC designates _____, as the contact person for HCC ("HCC Representative"). Without limiting the Board's authority in Section 2, the HCC Representative shall have day-to-day authority to make decisions and have oversight and approval of the Services delivered. The

HCC Representative also shall have the authority to determine whether the Services rendered by the Contractor are satisfactory in accordance with Sections 2 and 5.

1.5 The Contractor designates _____ to serve as Project team leader ("Project Leader") to ensure timely and satisfactory delivery of the Services. The Contractor shall not change the Project Leader without receiving prior written approval from HCC.

1.6 The Project Leader shall provide to the HCC Representative written weekly progress reports outlining the Services performed and completed during the prior week. The progress reports shall include: (a) a description of the Services performed under the Scope of Work from Exhibit __; (b) a description of the task(s) within the Scope of Work that is being worked on; (c) task statuses (Completed, In-progress, On-hold, Not started); (d) task status dates; (e) task status comments; (f) milestone title from Exhibit __ with milestone status (Completed, In-progress, On-hold, Not started); (g) milestone status dates, (h) milestone comments; (i) project timelines in GANNT chart format; and (j) Project team meeting minutes.

2. **EVALUATION OF SERVICES**

2.1 HCC shall have the right to determine, in its sole discretion, whether the Services rendered by the Contractor under this Contract are satisfactory and meet the standards expected by HCC. In the event that HCC is not satisfied that the Contractor has performed the Services in an acceptable manner and/or that such Services do not meet the standards required by HCC for the Project and/or that the Work Product (as hereinafter defined) does not meet the expectations of HCC, HCC shall have the right to reject such Services or such Work Product, in which case, either of the following shall occur: (a) the Contractor shall re-perform any unsatisfactory or non-conforming Services or redesign or reconstruct such Work Product at no cost to HCC; or (b) HCC shall terminate the Contract and shall not be obligated to pay any Fees (as hereinafter defined) attributable to the unsatisfactory or non-conforming Services or Work Product.

2.2 The Parties agree that HCC shall have the right to have access to the area where and equipment on which Contractor is performing Services and to any Work Product resulting from the Services to evaluate Contractor's Services under this Contract, to ensure compliance with all Applicable Law (as hereinafter defined), to review documentation, and/or to obtain other pertinent information.

3. **BOARD APPROVAL; CHANGE IN SERVICES**

3.1 The Board, by majority vote, is the only representative of HCC, having the authority to approve material changes in the Scope of Services, to authorize any change in this Contract that would result in an increase in the Fee of \$50,000.00 or more in a twelve (12) month period, or to agree to an extension of the date of completion of Services beyond the next fiscal year.

4. **TERM; RENEWAL; TERMINATION**

4.1 Term. The term of this Contract shall be from _____ ("Term") unless renewed or earlier terminated as set forth herein. Renewal. This Contract may not be renewed except as authorized by the Board. Except for any change in the Scope of Services and/or the Fee, the terms and conditions of any renewal shall be as set forth herein.

4.2 Termination.

(a) This Contract may be terminated for convenience by either Party with or without cause upon ten (10) days prior written notice to the other Party. In the event of termination without cause, HCC shall pay the Contractor any undisputed amounts not previously paid for Services actually and satisfactorily performed up to the date of termination.

(b) The term of this Contract is contingent upon the availability of appropriated funds. HCC shall have the right to cancel the Contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue the Contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the Contract by giving the selected contractor a ten (10) day written notice of cancellation without penalty. Upon cancellation 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. The HCC fiscal year begins on September 1 and ends on August 31st.

(c) This Contract may be terminated by either Party in the event of breach of this Contract. Such a termination will be considered as one with cause. A breach occurs when either Party fails to perform its obligations under this Contract or fails to comply with the terms of this Contract. In the event of a breach, the Party claiming such breach shall provide the other Party with written notice of such breach setting forth the basis for such claim of breach. The breaching Party shall have thirty (30) days from the receipt of the notice of breach to cure such breach. If the breaching Party fails to cure the breach within thirty (30) days of receipt of the notice, the aggrieved Party shall have the right to terminate the Contract immediately and pursue any remedies available under law for breach of contract.

5. **COMPENSATION; FEES**

5.1 As consideration for the services satisfactorily provided by the Contractor, HCC will pay the fees set forth in Exhibit___.

5.2 On or before the 10th of each month during the Term, the Contractor shall send an Invoice (as hereinafter defined) for the Fee for the past month's Services to the HCC Representative for review. The invoice shall include (either on the invoice or as an attachment) a detailed description of Services performed and Work Product achieved during that Fee period. The Invoice also shall include a schedule showing progress toward dates set forth in the Timeline; any non-conforming work that needs to be re-performed; any necessary steps to be taken to correct any delays in delivering the Services or Work Product by the dates set forth in the Timeline; a statement of work/services performed by subcontractors and the amounts paid such subcontractors; any data substantiating the Services performed; and any other information requested by HCC (the invoice showing the Fee owed and all attachments and descriptions and other information to be included with the submittal of the invoice collectively shall be referred herein as "Invoice"). Additionally, to the extent that Contractor has employed any subcontractors in accordance with its obligation to comply with HCC's Small Business Development Program, Contractor shall obtain and submit to HCC waivers from any subcontractors so employed when that portion of the Services or Work Product assigned to that subcontractor has been completed. No final payment of the Fee or any portion thereof shall be paid to the Contractor without submission to HCC of waivers from each subcontractor who performed any work or furnished any equipment or supplies for the Project. The Contractor shall sign each Invoice stating that to Contractor's knowledge, information, and belief, the Services have been completed in accordance with terms and conditions of the Contract.

5.3 Upon receipt of the Invoice, the HCC Representative shall review same and if he/she agrees that the Services have been performed in a satisfactory manner, and the Work Product thereof is acceptable, the Invoice shall be processed for payment. The Fee or applicable an undisputed portion thereof shall be paid within forty-five (45) days from receipt of the Invoice. If a payment is later than forty-five (45) days, interest will be set no higher than the statutory maximum of 1% per month. If Services or Work Product has not met the satisfactory approval of the HCC Representative, current and future payments of the Fee shall not be made until both Parties agree that Services have been completed in a satisfactory manner or the Work Product is acceptable. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

5.4 In the event of termination, or if the Term of the Contract ends on a date that is not a full month after the end of the previous Fee period, or for any other reason for which the Services were rendered for only a part of a month, the Fee for that month shall be prorated for the period by dividing the

Anticipated Fee by 264 and multiplying the result by the number of days in the month covered by the period for which the Contractor performed Services that month.

5.5 The acceptance of final payment of the Fee shall constitute a waiver of any claim the Contractor may have against HCC that the Contractor has not previously identified in a notice of claim or demand. HCC reserves the right to retain final payment for thirty (30) days pending successful completion of all assigned tasks, and approval from HCC Representative.

6. **APPLICABLE LAW**

6.1 The Contractor agrees to perform the Services in compliance with all applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; the Age Discrimination Act of 1975; the Americans with Disabilities Act; The Family Educational Rights and Privacy Act of 1974; the Texas Government Code; the Texas Local Government Code; and all applicable HCC policies and procedures ("Applicable Laws" or "Applicable Law").

7. **RECORDS AND RECORDKEEPING**

7.1 The Parties shall comply with all Applicable Laws regarding Project records including, but not limited to, the Family Educational and Privacy Rights Act ("FERPA"), the Freedom of Information Act ("FOIA"), the Texas Public Information Act ("PIA"), and the Texas Records Retention laws ("RR laws").

7.2 All records and reports either generated, prepared, assembled, or maintained by the Contractor in relation to the Project will be available for review, inspection, and audit by the HCC and its auditors. Copies will be made available upon request and in conformity with FERPA, the FOIA, the PIA, and the RR laws.

8. **CONFIDENTIALITY**

8.1 As used herein, Confidential Information shall mean all information that is disclosed by either Party ("disclosing Party") to the other Party ("receiving Party"), including without limitation, trade secrets; know how; business and product plans; student information; marketing information and other confidential or proprietary business information, including without limitation all such information relating to either Party's governing board, and their respective clients, customers, and employees. Confidential Information shall not include information which: (a) is information already known by or in the possession of the receiving Party and which was acquired in a lawful manner other than subject to any ongoing obligation of confidentiality already in the recipient Party's possession at the time of disclosure thereof; (b) is information which is now or hereafter becomes a part of the public domain through no wrongful act or omission of the receiving Party or those acting in concert with the receiving Party or later becomes part of the public domain through no fault of the recipient Party; (c) is information lawfully received, without ongoing obligation of confidentiality, from a third party who is free to disclose it received from a third party having no obligations of confidentiality to the disclosing Party; (d) is information which the receiving Party can show predates disclosure thereof by the disclosing Party or had been independently developed entirely without reference to confidential information received from the disclosing Party independently developed by the recipient Party; or (e) is disclosed pursuant to any judicial or governmental order, required by law or regulation to be disclosed, including, but not limited to, the PIA, provided that, to the extent permitted by law, the receiving Party gives the disclosing Party sufficient prior notice to contest such order.

8.2 Each Party will use reasonable efforts to prevent the disclosure of any of the other Party's Confidential Information to third parties, but in no event shall those efforts be less than those employed by that Party to protect its own confidential information of like kind. Except as may be required by law, the recipient Party's obligation shall be for a period of three (3) years from receipt of the Confidential Information.

8.3 The provisions of this Section 8 survive the expiration or earlier termination of this Contract.

9. **DISCLOSURE OF CERTAIN INFORMATION**

9.1 To the extent that the Contractor comes into possession of student educational records and/or any personally identifiable information of a student incidental to its Services under this Contract, Contractor agrees to comply with all requirements of the FERPA and shall not disclose any such information to a third party.

9.2 In the event that HCC is required to furnish information or records pursuant to the PIA, Contractor shall furnish all such information and records to HCC and HCC shall have the right to disclose such information and records.

9.3 The provisions of this Section 9 survive the expiration or earlier termination of this Contract.

10. **INTELLECTUAL PROPERTY**

10.1 This Contract is a work-for-hire in which Contractor provides Services to HCC. Any documents, data, work product(s), deliverables, designs, implementation, know how, or any other tangibles and intangibles prepared, designed, or produced by the Contractor in performing the Services under this Contract ("Work Product") are HCC's Property. Neither the Contractor nor any subcontractor, consultant, or employee of the Contractor shall own or claim a copyright or any other form of intellectual property right in the Work Product, and HCC will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Contractor agrees and does hereby assign, grant, transfer, and convey to HCC, its successors and assigns, Contractor's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Contractor confirms that HCC shall own Contractor's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). Contractor shall obtain a similar grant of rights in favor of HCC from any subcontractor performing Services on this Project.

10.2 The provisions of this Section 10 survive the expiration or earlier termination of this Contract.

11. **INDEMNIFICATION**

11.1 **General Indemnification.** **CONTRACTOR AGREES TO INDEMNIFY, RELEASE, AND HOLD HCC AND HCC'S TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND STUDENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES), INCLUDING FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY PROPERTY OR HARM TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY INCIDENT TO THIS CONTRACT, WHETHER BY ANY BREACH OR OTHER FAILURE OR AN ACT OR OMISSION OF CONTRACTOR.**

11.2 **Intellectual Property Indemnification.** Contractor warrants, represents, and covenants that HCC shall have all rights to the Work Product delivered to HCC and that the Work Product will not infringe upon and is not a misappropriation of the rights of any third party. **IN THE EVENT A CLAIM IS MADE AGAINST HCC FOR INFRINGEMENT OR MISAPPROPRIATION, CONTRACTOR WILL INDEMNIFY, DEFEND, AND HOLD HCC HARMLESS FROM SUCH CLAIM.** Additionally, if HCC cannot use the Work Product as a result of the infringement or misappropriation, Contractor, at its sole expense, will either:

- (a) obtain a license for HCC to use the infringing item;
- (b) provide a non-infringing work-around or an original replacement of Work Product, free of any alleged misappropriation and that satisfies all provisions of this contract; or
- (c) refund to HCC all Fees paid.

11.3 Contractor's liability under this Section 11 shall not be limited by the amount of Contractor's insurance coverage.

11.4 The provisions of this Section 11 survive the expiration or earlier termination of this Contract.

12. **DISPUTES; MEDIATION**

12.1 In the event of any dispute or contemplated suit pertaining to this Contract, the Parties shall attempt to mediate the dispute as a precondition to the filing of any litigation. The parties agree that the mediator shall be selected by HCC.

12.2 Written agreements reached in mediation and signed by the parties shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Parties shall share the mediator's fee and any filing fees equally, and the mediation, reduced to writing, and signed by the Owner and Contractor shall be held in Houston, Harris County, Texas. Nothing herein shall be construed as tolling or altering any applicable limitation period for the filing of suit in any court of competent jurisdiction.

13. **NOTIFICATION OF CRIMINAL HISTORY**

13.1 Contractor must give prior written notice to HCC if the Contractor, or any owner, or operator of Contractor, or any employee who will be performing Services under this Contract has been convicted of a felony. The notice required hereunder shall include a general description of the criminal offense.

13.2 HCC has the right to terminate this Contract immediately if it determines that Contractor has failed to give the notice required under Section 13.1.

14. **TAXES; INDEBTEDNESS**

14.1 Contractor must not be delinquent in any taxes owed i.e. (Franchise Tax, Property Tax, or other indebtedness owed to HCC). Delinquent taxes or other indebtedness shall be considered a breach of this Contract and will be considered cause for HCC to terminate.

15. **INSURANCE REQUIREMENTS**

15.1 Contractor shall provide insurance in the types and amounts and in accordance with the requirements set forth on the attached Exhibit _____.

15.2 Contractor's failure to comply with the requirements of this Section 15 shall be considered a breach of this Contract and will be considered cause for HCC to terminate.

16. **RELATIONSHIP OF THE PARTIES**

16.1 Nothing herein will be construed to create a partnership or joint venture by or between HCC and the Contractor. Neither party will be the agent of another except to the extent otherwise specifically provided by this Contract. The Contractor does not have either the express or implied authority, will in any case represent to third parties, and will whenever needed disclaim to such parties,

any ability to bind the HCC to any duty imposed by contract, unless the Board has specifically authorized such action at a Board meeting held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting).

16.2 The Contractor shall be solely responsible for the benefits and entire compensation of its personnel, including the withholding and payment employment taxes (income tax and social security), worker's compensation, disability, and any similar taxes, benefits, and expenses associated with employment. The Contractor agrees to indemnify HCC against any Claim asserted against or incurred by HCC in defending the Claim made against HCC for the benefits, compensation, taxes, or any other costs of or related to Contractor's personnel.

16.3 The provisions of this Section 16 shall survive expiration or earlier termination of this Contract.

17. **CONFLICTS OF INTEREST**

17.1 The Contractor warrants, represents, and covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of its Services hereunder. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will employ no person who has any such interest.

17.2 The Contractor shall comply with the obligations of Texas Local Government Code Chapter 176.

18. **DEBARMENT**

18.1 The Contractor warrants, represents, and covenants that it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement and is not otherwise debarred, suspended, or excluded by state or federal agencies or declared ineligible for government contracting under statutory or regulatory authority.

19. **SMALL BUSINESS DEVELOPMENT PROGRAM**

19.1 The Small Business Participation in this contract is **Best Effort**.

19.2 Contractor shall take affirmative steps to assure that small businesses are used when possible as sources of services under this Contract. Additionally, the Contractor will document all affirmative steps taken to solicit small businesses and will forward this documentation along with the names of such subcontractors to the HCC Representative.

20. **NOTICE**

20.1 All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees in the manner as set forth herein). Unless otherwise agreed in writing by the receiving party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile (with confirmation of transmission by sender's facsimile machine); or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two business or school days (any date on which HCC is officially open for business) after mailing; (ii) on the date of personal delivery; or (iii) on the date of transmission of a facsimile if on a business or school day during normal business hours (or, if not, the next succeeding business day). Unless otherwise agreed in writing by the receiving party, electronic mail does not constitute official notice under this Contract. The addresses of the Parties for such notices shall be:

To: **CONTRACTOR**

To: **HCC**
Houston Community College,
Procurement Operations
Attn.: Executive Director of Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002

With a copy to: **HCC**
Renee Byas
General Counsel
Houston Community College
3100 Main Street (12th Floor)
Houston, Texas 77002

21. **NO ASSIGNMENT**

21.1 Neither this Contract nor any duties or obligations hereunder shall be assignable by either Party without the prior written consent of the other Party.

22. **NO WAIVER OF IMMUNITY**

22.1 Nothing contained in this Contract nor the execution of this Contract, or the performance of any obligation hereunder shall operate to or be deemed to waive any immunity or defense that any HCC trustee, officer, employee, volunteer, representative, or agent may be entitled under law, including the doctrine of sovereign immunity.

23. **NO WAIVER OF BREACH**

23.1 No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision or be deemed to constitute a continuing waiver of same. No delay in acting with regard to any breach and any provision shall be construed to be a waiver of such breach or requirement that such obligation be performed.

24. **SEVERABILITY OF PROVISIONS**

24.1 If any term or provision of this Contract is deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

25. **GOVERNING LAW**

25.1 This Contract and the rights and obligations arising hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof.

26. **JURISDICTION; VENUE**

26.1 The Parties irrevocably and unconditionally consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction located in Houston, Harris County, Texas, shall

be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to this Contract.

27. **AUTHORIZATION**

27.1 Each Party represents and warrants to the other that the execution of this Contract has been duly authorized, and that this Contract constitutes a valid and enforceable obligation of such Party according to its terms.

28. **NO THIRD-PARTY RIGHTS**

28.1 This Contract is made for the sole benefit of HCC and 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.

29. **HEADINGS AND CAPTIONS**

29.1 The headings and captions appearing in this Contract have been included only for convenience and shall not affect or be taken into account in the interpretation of this Contract.

30. **COUNTERPARTS**

30.1 It is understood and agreed that this Contract may be executed in identical counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one document

31. **AMENDMENTS**

31.1 Any amendment to the Contract must be in writing and signed by both Parties. No waiver, alteration or modification of any of the provisions of this Contract shall be binding on any Party unless in writing and signed by the Party against whom enforcement of such waiver, alteration, or modification is sought.

32. **EXHIBITS**

32.1 The attached exhibit is incorporated herein for all purposes:

Exhibit _	Schedule of Fees
Exhibit _	Scope of Services
Exhibit _	Insurance Requirement

33. **ENTIRE AGREEMENT**

33.1 This Contract supercedes all prior contracts, agreements, and discussions, whether verbal or written, relating to the subject matter contemplated under this Contract and constitutes the entire agreement between the HCC and the Contractor with regard to these matters.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date:

HOUSTON COMMUNITY COLLEGE

By: _____

_____ Date

By:

APPROVED AS TO FORM BY
HCC GENERAL COUNSEL

CONTRACTOR

By: _____

Name:
Title:

_____ Date

Exhibit _____

Schedule of Fees

Real Estate Broker Services

Project No. _____

Exhibit _____

Scope of Services

Real Estate Broker Services

Project No.

Exhibit

Insurance Requirements

Real Estate Broker Services

Project No.

1. Insurance

1.1. Contractor shall maintain, for the full term of the Contract:

1.1.1. Errors and omissions insurance to be carried by technology professionals and consultants for the project with limits of at least one million dollars (\$1,000,000) single occurrence, with a deductible in an amount not to exceed the sum of twenty-five thousand Dollars (\$25,000). The project-specific insurance shall be maintained for a period of not less than one (1) year after the completion of the Services to be performed under the Contract.

1.1.2. Comprehensive or commercial general liability insurance, with limits not less than \$2,000,000 per each occurrence, combined single limit, for bodily injury and property damage. Such policy/ies shall include within its scope coverage for claims including, but not limited to:

1.1.2.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Contractor's employers, or

1.1.2.2. damages arising from personal or advertising injury

applicable to the Contractor's obligations under the Contract, including liability assumed by and the indemnity and defense obligations of the Contractor and subcontractors.

1.1.3. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.

1.1.4. Workers' Compensation, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Notwithstanding the foregoing, Contractor shall carry Worker's Compensation in the amounts and as required under Texas law.

1.2. General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to HCC.
- 1.4. Before commencement of the Services under this Contract, certificates of insurance shall be furnished to HCC, with complete copies of policies to be furnished to HCC promptly upon request.
- 1.5. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to HCC. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." Each policy except worker's compensation and professional liability shall add HCC, HCC's employees, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as additional insured's.
- 1.6. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to HCC) or shall be two times the occurrence limits stipulated.
- 1.7. If Contractor fails to maintain any required insurance, HCC, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any Fees due the Contractor.