

# Procurement Operations

**Invitation for Bids (IFB)** 

**Project Title: Armored Car Transportation Services** 

Project No. 08-41

#### **INVITATION FOR BIDS**

#### **TABLE OF CONTENTS**

Page

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

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

Attachment No. 1 Bid/Award Form	10-11
Attachment No. 2 Schedule of Items and Prices	12-14
Attachment No. 3 Scope of Services	15-19
Attachment No. 4 General Terms and Conditions	20-23
Attachment No. 5 Determination of Good Faith Effort Form	24
Attachment No. 6 Small Business Unavailability Certificate	25
Attachment No. 7 Small Business Development Questionnaire	26
Attachment No. 8 Contractor & Subcontractor/Supplier Participation Form	27
Attachment No. 9 Non-Discrimination Statement	28
Attachment No. 10 Certification & Disclosure Statement	29
Attachment No. 11 State Affidavit Form	30
Attachment No. 12 Business Questionnaire	31-32
Attachment No. 13 Assurance of SBDP Goal	33
Attachment No. 14 Vendor Application Form	34
Attachment No. 15 Insurance Requirements	35
Attachment No. 16 Conflict of Interest Questionnaire	36

Sample Contract Documents	
(The resulting contract will include at least the following documents)	38
Exhibit A: Bid/Award Form	
Exhibit B: Schedule of Items and Prices	
Exhibit C: Specification/Statement of Work	
Exhibit D: General Terms and Conditions	
Exhibit E: Contractor & Subcontractor/Supplier Participation Form, if appropriate	
Exhibit F: Insurance Requirements, if appropriate	

#### HOUSTON COMMUNITY COLLEGE

#### **INVITATION FOR BIDS – SUMMARY**

Date: July 21, 2008

**Project Title: Armored Car Transportation Services** 

Project No. 08-41

#### ISSUED BY:

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

#### **SUBMIT INQUIRIES TO:**

Name: Georgia Coats Title: Senior Buyer

Telephone: (713) 718-5004 Fax: (713) 718-2113

Email: georgia.coats@hccs.edu

**Project Overview:** Houston Community College System ("HCC") is seeking sealed bids from qualified firms to Armored Car Transportation Services. The services will include, but is not limited to, collection of checks and currency for specified HCC facilities and delivery of such collections to the Bank of America facility to be designated by HCC. The services will also include collection of coin orders (quarters, nickels, etc.) from the designated Bank of America facility and delivery of such coin orders to specified HCC facilities on the next scheduled delivery day.

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<u>Award / Contract Approval</u>: This procurement, and any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the <u>only</u> person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is an invitation for bids and neither this solicitation nor the response or bid from any prospective bidder shall create a contractual relationship that would bind HCC until such time as both HCC and the selected bidder sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 4.

<u>Pre-Bid Meeting:</u> X Mandatory \_\_\_\_\_ Not Mandatory
A pre-bid meeting will be held on July 29, 2008, at 10:00 A.M. (Local Time), in the Procurement Operations Department, 3100 Main Street (11<sup>th</sup> Floor, Room 11A07), Houston, Texas 77002.

**<u>Bid Opening Time/Location:</u>** Sealed bids in original form for Armored Car Transportation Services required and/or contemplated under this invitation for bids as described herein will be received until August 07, 2008 @ 4:00 P.M. (local time) at the Procurement Operations department, 3100 Main (11<sup>th</sup> Floor, Room #11A06), Houston, Texas 77002, and at that time publicly opened and read aloud in Room #11A07.

**Contract Term:** The contract term for contract(s) awarded from this solicitation, if any will be two (2) years, with a three (3) year renewal option.

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

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

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

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

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

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

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

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

#### INSTRUCTIONS TO BIDDERS

#### 1. Review of Bid Documents

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

#### 2. Explanation to Bidders

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

#### 3. Bidder Eligibility for Contract Award

- a. Each bidder shall complete, and submit with the bid, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance, or required by a company or otherwise to perform the work or sell the equipment, the bidder must be properly licensed prior to submitting a bid to HCC and must furnish evidence of such licensing or credentials with the bid.
- b. In order for a bidder to be eligible to be awarded a contract, the bid must be responsive to the solicitation and HCC must be able to determine that the bidder is responsible to perform the resulting contract satisfactorily.
- c. <u>Responsive</u> bids are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Bids that do not comply with the terms and conditions of the solicitation will be rejected as nonresponsive.
- d. Responsible bidders at a minimum must meet all of the following requirements:
  - Have adequate financial resources or ability to obtain such resources as required during the performance of any resulting contract;
  - Be able to comply with the required delivery or performance schedule, taking into consideration all existing business commitments;
  - Have a satisfactory history of past performance with providing the required services described in Attachment No. 3;
  - Have necessary management and technical capability to perform any resulting contract;
  - Provide evidence satisfactory to HCC that the bidder will comply with the Small Business Development Program requirements contained in the solicitation;
  - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code and is not delinquent in taxes owed to the Houston Community College System, signing and submitting the bid is so certifying to such non-delinquency;
  - Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;

- Be otherwise qualified and eligible to receive an award under applicable laws and regulations and;
- Offers the best value to HCC.
- e. A bidder may be requested to submit written evidence verifying that he/she meets the minimum requirements described in Section 3(d) and as necessary to be determined a responsible bidder. Bids deviating or taking exceptions to the solicitation requirements will not be considered.
- f. A person is not eligible to be considered for award of this solicitation or any resulting contractor to be a subcontractor of the bidder or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- g. A person or bidder shall not be eligible to be considered for this solicitation if the person or bidder engaged in or attempted to engage in prohibited communications as described in Section 10 of this solicitation.

#### 4. Preparation for Bid

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

#### 5. Opening of Bids

- a. Bids will be publicly opened immediately following the time set for receipt in the solicitation. The bid prices will be read aloud for the information of bidders and others present. Bids that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a bidder may have the right to change any other error or mistake in the subject to the approval of HCC and unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the bidder making such change.
- b. If HCC receives two or more bids from responsible bidders that are identical in nature and amount, the Board of Trustees shall reviews such bids and may award the bid by the casting of lots. The Board of Trustees may reject any and/or all bids, in the best interest of HCC.

#### 6. Contract Award

Award of a contract, if awarded, will be made to the bidder who (a) submits a responsive bid; (b) is a responsible bidder (c) offers the lowest bid price for services listed in Attachment No. 2, Schedule of Items and Prices, Items No. 001-018, and offers the best value to the Houston Community College System. A responsive bid and a responsible bidder are those that meet the requirements of and are as described in Section 3 or this solicitation.

Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the bids submitted and documents and consider the bid for award.

#### 7. Taxes

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

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

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standards as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established **BEST EFFORT** as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
  - To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - Document reasons for rejecting a firm that proposes or bids on subcontracting opportunities.
- e. <u>Small Business Compliance Review:</u> To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and/or other HCC designated representative(s) at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

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

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

#### 10. Prohibited Communications

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

 Between a potential vendor, subcontractor to vendor, service provider, bidder, offeror, lobbyist or consultant and any Trustee;

- Between any Trustee and any member of a selection or evaluation committee; and between any Trustee and administrator or employee; and
- Between any Trustee and administrator or employee.

The communications prohibition shall be imposed on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

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

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

The communications prohibition shall not apply to the following:

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

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

#### 11. Drug Policy

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

#### 12. Bid Submittals

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

- Bid/Award Form (Attachment No. 1)
- Schedule of Items and Prices form (Attachment No.2)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) \*\*\* Mail separately.
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)
- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)

The envelope containing a bid shall be addressed as follows:

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

All bids shall be submitted to:

Houston Community College Procurement Operations 3100 Main Street (11<sup>th</sup> Floor, Room #11A06) Houston, Texas 77002 Reference: Project No. 08-41 Attn: Georgia Coats, Senior Buyer

#### 13. Appropriated Funds

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

#### 14. Texas Public Information Act

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

#### 15. Conflict of Interest

If a firm, bidder, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a bid or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and Chapter 176 of the Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit Attachment No. 16, Conflict of Interest Questionnaire Form.

#### 16. Ethics Conduct

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

#### 17. Submission Waiver

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

#### **HOUSTON COMMUNITY COLLEGE**

#### **INVITATION FOR BIDS**

#### **BID/CONTRACT AWARD FORM**

PROJECT TITLE: Armored Car Transportation Services PROJECT NO.: 08-41
Name of Bidder/Contractor:
Address:
Telephone:
Fax:
E-mail:
Receipt of Bid Amendments Number(s):
The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above referenced project for the bid amount(s) listed on the Schedule of Items and Prices, Attachment No. 2.
The undersigned certifies that the amount(s) contained in Attachment No. 2 have been carefully checked and are submitted as correct and final.
Signed By:
Name:(Type or Print)
Title: (Type or Print)
ATTEST:(Secretary, if Bidder is a Corporation)
SEAL: (If Corporation)

#### **ACCEPTANCE AND CONTRACT AWARD FORM**

(This page to be completed by HCC.)

Purchase Order No (for payment purposes only)	
Project No	
Contractor to perform the work required herein in accordance with Purchase Order(s) issued and the Terms and Conditions of Purchase posted on the HCC website at <a href="www.hccs.edu">www.hccs.edu</a> , incorporated herein by reference, and the prices, scope of services and general terms and coattached hereto and made a part hereof.	J
HOUSTON COMMUNITY COLLEGE	
Executed for and on behalf of Houston Community College pursuant to approval by the Board of Trustees	
on	
Signed By:	
Title: Executive Director Procurement Operations	

### SCHEDULE OF ITEMS AND PRICES FOR

#### **Armored Car Transportation Services**

The Bidder/Contractor shall furnish all resources and services necessary and required to provide Armored Car Transportation Services to Houston Community College in accordance with the (scope of services, and the general terms and conditions of the sample contract documents for the price(s) listed below.

Item N	lo.	Services	Est. Qty	<u>Unit</u>	<b>Unit Bid Price</b>	Ext. Bid Price
001	<b>Syst</b> <b>and</b> 3100	up Charge: t <b>em Administi</b> <b>Neo Bakery/N</b> Main (11 <sup>th</sup> Flo ton, Texas 770	<b>Market</b> or)	Month <b>ding</b>	\$	\$
002	<b>Cen</b> 1300	up Charge: <b>tral College ((</b> -B Holman (2 <sup>nd</sup> ston, Texas 77(	Floor)	Month <b>npus)</b>	\$	\$
003	<b>Cen</b> 1990	-up Charge: <b>tral College (\</b> Airport @ High ton, Texas 770	<b>Willie Lee C</b> nway 288	Month Gay Hall)	\$	\$
004	<b>Cent</b> 811 [	up Charge: tral College ( <i>f</i> Dallas Street ston, Texas 770		Month )	\$	\$
005	<b>Sout</b> 5601	up Charge: : <b>hwest Colleg</b> : West Loop So ston, Texas 770	<b>e (West Lo</b> uth (1 <sup>st</sup> Floo		\$ r)	\$
006	<b>Sou</b> <sup>1</sup> 1380	up Charge: <b>thwest Colleg</b> 33 Bissonnet (1 <sup>s</sup> ston, Texas 770	st Floor)	Month <b>nter)</b>	\$	\$
007	<b>Sou</b> <sup>1</sup> 2811	up Charge: thwest Colleg Hayes Road (*	1 <sup>st</sup> Floor)	Month Road Cam	\$ pus)	\$

<u>Item I</u>	<u>Vo.</u>	<u>Services</u>	Est. Oty	<u>Unit</u>	<u>Unit Bid Price</u>	Ext. Bid Price
008	<b>Sout</b> 9910	up Charge: t <b>hwest Colleg</b> Cash Road (1 <sup>s</sup> ord, Texas 77 <i>4</i>	<sup>t</sup> Floor)	Month I Campus)	\$	\$
009	<b>Sout</b> 5855	Up Charge: hwest Colleg Sisienna Spring ouri City, TX 7	sway	Month i <b>City Cam</b>	\$ pus)	\$
010	<b>Sout</b> 5407	up Charge: t <b>hwest Colleg</b> Gulfton (1 <sup>st</sup> Flo ton, Texas 770	oor)	Month Center)	<u>\$</u>	\$
011	<b>Nort</b> 1550	up Charge: :hwest Colleg Foxlake Drive ston, Texas 770	(1 <sup>st</sup> Floor)	Month te Center)	\$	\$
012	<b>Nort</b> 1010	up Charge: :hwest Colleg West Sam Hou ston, Texas 770	iston Parkwa			\$
013	<b>Sout</b> 6815	up Charge: t <b>heast Colleg</b> Rustic (1 <sup>st</sup> Flo ston, Texas 770	or)	Month Campus)	\$	\$
014	<b>Cole</b> 1900	up Charge: • <b>man Campus</b> • Pressler Drive •ton, Texas 770	(2 <sup>nd</sup> Floor)	Month alth Scien	\$ oces	\$
015	<b>Nort</b> 555 (	up Charge: : <b>heast Colleg</b> :Community Col :ton, Texas 770	llege Drive (		\$	\$
016	<b>Nort</b> 4638	up Charge: theast Collego Airline Drive ( ston, Texas 770	1 <sup>st</sup> Floor)	Month ive Tech.	\$ Training Center)	\$

Item N	<u>Vo.</u> <u>Se</u>	ervices	Est. Qty	<u>Unit</u>	<u>Unit Bid P</u>	<u>rice</u> <u>Ext. B</u>	<u>id Price</u>
017	8001 Fเ	Charge: <b>ast College</b> ulton Street ( n, Texas 7702	I <sup>st</sup> Floor)	Month <b>Center)</b>	\$	\$	
018	Northe 1265 Pi	Charge: east College nemont (1 <sup>st</sup> F n, Texas 7701	loor)	Month t Center)	\$		
	Total B	id Price (Ite	em Nos. 00	1 thru 018	3):	<b>5</b>	
<u>Optior</u>	nal Servi	ces:					
A.1		eduled p Charge	15	Each	\$	\$	
A.2	Credit Cancel	for led Pick-Up T	10 rip	Each	\$	\$	

## SCOPE OF SERVICES FOR

#### **Armored Car Transportation Services**

#### I. GENERAL

- A. This Scope of Service covers the requirements for Armored Car Transport Services. The Contractor shall collect coins, checks, and currency from specified Houston Community College (HCC) facilities and deliver such collections to a **Bank of America** location to be designated by HCC. The Contractor shall also collect coin orders (i.e. quarters, nickels, etc.) from the bank and deliver the coins to the specified HCC facility on the next scheduled collection day.
- B. The Contractor shall furnish all personnel, materials, equipment, armored vehicles, supervision and management necessary and required to collect and transport money in accordance with designated security requirements, including insurance requirements, and the requirements of this Scope of Service.

#### II. REQUIREMENTS

#### A. Funds Collection Locations & Pick-up Schedule:

The Contractor shall collect sealed bags of coins and currency from the below HCC facilities, in accordance with the pick-up schedule specified herein for each facility.

 System Administration Building and Neo Bakery/Market 3100 Main Street (11<sup>th</sup> Floor)

Houston, Texas 77002

Contact Person: Ludy Espinoza, Head Cashier

Telephone: (713) 718-5011

Pick-up Schedule: Monday through Friday between the hours of 2:00 p.m.

and 4:00 p.m.

Central College (Central Campus)

1300-B Holman (2<sup>nd</sup> Floor) Houston, Texas 77002

Contact Person: Helen Herrera Ortiz, Head Cashier

Telephone: (713) 718-6222

Pick-up Schedule: Monday through Thursday between the hours of 2:00 p.m.

and 4:00 p.m.

Central College (Willie Lee Gay Hall)

1990 Airport @ Highway 288

Houston, Texas 77051

Contact Person: Roy Johnson, Head Cashier

Telephone: (713) 718-6648

Pick-up Schedule: Monday through Thursday between the hours of 2:00 p.m. and 4:00 p.m.

Central College (ACT Center)

811 Dallas Street

Houston, Texas 77002

Contact Person: Loryn Ledesma, Head Cashier

Telephone: (713) 718-7569

Pick-up Schedule: Monday through Friday between the hours

of 2:00 p.m. and 4:00 p.m.

Southwest College (West Loop Center)

5601 West Loop South (1st Floor)

Houston, Texas 77081

Contact Person: Raquel Fangman, Cashier II

Telephone: (713) 718-7935

Pick-up Schedule: Monday through Friday between the hours

of 8:00 a.m. and 10:00 a.m.

Southwest College (Alief Center)

13803 Bissonnet (1st Floor)

Houston, Texas 77083

Contact Person: Priti Patel, Cashier

Telephone: (713) 718-5442

Pick-up Schedule: Monday through Friday between the hours

of 11:00 p.m. and 1:00 p.m.

Southwest College (Hayes Road Campus)

2811 Hayes Road (1st Floor)

Houston, Texas 77082

Contact Person: Eka Akpan, Cashier

Telephone: (713) 718-6887

Pick-up Schedule: Monday through Thursday between the hours

of 12:00 p.m. and 2:00 p.m.

Southwest College (Stafford Campus)

9910 Cash Road (1<sup>st</sup> Floor) Stafford, Texas 77477

Contact Person: Stella Villarreal, Cashier II

Telephone: (713) 718-7841

Pick-up Schedule: Monday through Friday between the hours

of 9:00 a.m. and 11:00 a.m.

Southwest College (Missouri City Campus)

5855 Sienna Springsway Missouri City, TX 77459

Contact Person: Bibiana Chan Telephone: (281) 835-5539

Pick-Up Schedule: Monday through Friday between the hours

of 2:00 p.m. and 4:00 p.m.

• Southwest College (Gulfton Center)

5407 Gulfton (1<sup>st</sup> Floor) Houston, Texas 77081

Contact Person: Shanda Mays, Head Cashier

Telephone: (713) 718-7769

Pick-up Schedule: Monday through Friday between the hours

of 9:00 a.m. and 11:00 p.m.

Northwest College (Westgate Center)

1550 Foxlake Drive Houston, Texas 77084

Contact Person: Alejandra Garcia

Telephone: (713) 718-5419

Pick-up Schedule: Monday through Friday between the hours

of 9:00 a.m. and 11:00 a.m.

Northwest College (Town & Country Center)

1010 W. Sam Houston Parkway North (1st Floor)

Houston, Texas 77084

Contact Person: Florinda Renteria

Telephone: (713) 718-5418

Pick-up Schedule: Monday through Friday between the hours

of 1:00 p.m. and 3:00 p.m.

• Southeast College (Eastside Campus)

6815 Rustic (1<sup>st</sup> Floor) Houston, Texas 77087

Contact Person: Kim T. Diep, Head Cashier

Telephone: (713) 718-7148

Pick-up Schedule: Monday through Friday between the hours

of 1:00 p.m. and 3:00 p.m.

Coleman Campus for Health Sciences

1900 Pressler Drive (2<sup>nd</sup> Floor)

Houston, Texas 77030

Contact Person: Cesar Hernandez, Cashier II

Telephone: (713) 718- 7375

Pick-up Schedule: Monday through Friday between the hours

of 12:00 p.m. and 2:00 p.m.

Northeast College (Codwell Hall)

555 Community College Drive (1<sup>st</sup> Floor)

Houston, Texas 77013

Contact Person: Savanna Warren, Cashier II

Telephone: (713) 718-8358

Pick-up Schedule: Monday through Friday between the hours

of 8:00 a.m. and 10:00 a.m.

Northeast College (Automotive Tech. Training Center)

4638 Airline Drive (1st Floor)

Houston, Texas 77022

Contact Person: Natalie Ruiz, Campus Manager

Telephone: (713) 718-8100

Pick-up Schedule: Friday only between the hours 8:30 a.m. and 10:00 a.m.

Northeast College (Northline Mall Center)

8001 Fulton Street (1st Floor)

Houston, Texas 77022

Contact Person: Bertha Lauve, Head Cashier

Telephone: (713) 718-8900

Pick-up Schedule: Monday through Friday between the hours

of 8:30 a.m. and 10:00 a.m.

Northeast College (Pinemont I Center)

1265 Pinemont (1<sup>st</sup> Floor) Houston, Texas 77018

Contact Person: Nancy Fullerton, Cashier

Telephone: (713) 718-8427

Pick-up Schedule: Monday through Friday between the hours

of 9:30 a.m. and 11:30 a.m.

#### B. <u>Delivery of Funds to the Bank:</u>

The Contractor shall deliver all currency and coins collected at HCC's facilities to **Bank of America's** vault located at 2710 Governors Circle, Houston, Texas 77092, and obtain a signed delivery receipt from the bank. All currency and coins shall be delivered to the bank on the same day of collection, or the next day. The Contractor shall furnish a copy of the signed delivery receipt to HCC's Manager of Cash Management on the next scheduled collection day.

#### C. Change in Pick-up or Delivery Schedule:

Houston Community College System may from time to time make changes in the delivery or pickup schedule or location. The Contractor shall change such scheduled delivery/pickup changes within seven (7) days of receipt of written notice from the Manager of Cash Management or designee.

#### D. Holidays Observed by HCC:

HOUSTON COMMUNITY COLLEGE customarily observes the following holidays and will not require the Contractor to pick up funds on these days unless otherwise specified or requested by the Manager of Cash Management or designee.

- Labor Day
- o Thanksgiving
- o Christmas Break (Reduced pick-up at some locations may be required)
- o Martin Luther King, Jr. Day
- o President's Day
- o Spring Break
- o Easter Break
- Memorial Day
- o Independence Day

#### E. Record of Collection:

The Contractor shall provide HCC with an adequate supply of approved receipt books for each pickup location. The Contractor shall sign for deposit bags collected at each pickup location, and provide a copy of the receipt to the authorized HCC representative at the pick-up location before leaving the premises.

#### F. Contractor's Employees:

All employees performing work under this contract shall be fully trained in all phases of Armored Car Transportation Services, and shall be fully bondable, without any felony convictions. The Contractor shall provide advance documentation to the Manager of Quality Assurance and Cash Control of the Finance & Administration Department that includes photographs of the employee(s) performing the collection services along with their names and signatures.

#### **GENERAL TERMS AND CONDITIONS**

#### 1. Contract Award

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Bids do not become contracts until they are accepted by HCC through issuance of written purchase a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 5, the applicable requirements and provisions of the IFB, and other provisions required by HCC shall be included in any resulting contract.

#### 2. Contract Term

The contract performance period will be two (2) years with a three (3) year renewal option, at HCC's sole discretion. All contract renewals or extension may be subject to approval by the Board of Trustees. Actual delivery of the services will be mutually agreed upon by the selected contractor and the Houston Community College, unless otherwise extended or terminated by Houston Community College in accordance with the terms and conditions of the resulting contract.

#### 3. <u>Interpretation, Jurisdiction and Venue</u>

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

#### 4. Compliance with Laws

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

#### 5. **Taxes**

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

#### 6. Termination for Convenience

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

#### 7. **Termination for Default**

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

#### 8. Ethics Conduct

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

#### Conflict of Interest

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

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

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

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

#### 11. Small Business Compliance

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

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

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

#### 13. Changes

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written acceptance and direction of HCC. Notwithstanding the foregoing, any increase in cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

#### 14. Insurance Requirements

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

#### 15. **Indemnification**

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

#### Independent Contractor

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the

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

#### 17. Third Party Rights

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

#### 18. Assignment

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

#### 19. Notices

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

Houston Community College		Contractor
Procurement Operations		
3100 Main Street		
Houston, Texas 77002		
ATTN: Executive Director, Procurement Operations	Attn: _	

#### 20. Invoicing and Payment

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

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

Reference: Project No. 08-41 and the applicable purchase order number.

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

#### 21. Appropriated Funds

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

#### 22. Entire Agreement

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

#### **PROJECT NO. 08-41**

#### HOUSTON COMMUNITY COLLEGE

#### **DETERMINATION OF GOOD FAITH EFFORT**

Bidder					
Address					
Phone	Fax Number				
complete this made a good	determination that a good faith effort has been made, HCC requires the Bidder to form and submit supporting documentation explaining in what ways the Bidder has faith effort to attain the goal. The Bidder will respond by answering "yes" or "no" to 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.				
	Bidder is unable to meet the solicitation goal or if any of the above items (1-4) are ", the Bidder must submit a letter of justification.				
Signature of B	didder Title				
Date					

### ATTACHMENT NO. 6 SMALL BUSINESS UNAVAILABILITY CERTIFICATE

I,, (Name)			(Title)		, of	
(Name of bidder's company)			•	shown, the small businesses listed her Materials or Services to be used on F		
DATE CONTACTED	SMALL BUSINESS Name	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS	
1.						
2.						
3.						
4.						
5.						
6.						
To the best of my knowledge and belief, said small business was unavailable for this solicitation, unable to prepare a bid or prepared a bid that was rejected for the reason(s) stated in the RESULTS column above.						
The above statement is a flisted above.	true and accurate account	t of why I am unable to	commit to awarding subcor	ntract(s) or supply order(s) to the small	all business	
NOTE: This form to be sub	omitted with all Bidder do	ocuments for waiver of	small business participation	n. (See Instructions to Bidders)		
			Signa	ture:		

### ATTACHMENT NO. 7 SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE

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

Houston Community College Procurement Operations/Small Business Representative Post Office Box 667517 Houston, Texas 77266-7517 Ref: HCC Project No. 08-41

FIRM NAME:		
FIRM ADDRESS:		
TELEPHONE:		
FAX NUMBER:		
EMAIL ADDRESS:		
CONTACT PERSON'S NAME AND PHONE NO	).	
SIGNATURE OF FIRM'S AUTHORIZED OFFIC		
NAME AND TITLE (Type or Print):		
COMPANY MAJORITY OWNERSHIP (C		<del>-</del>
ETHNICITY	<u>GENDER</u>	<u>LOCATION</u>
African American (AA)	Male	Houston (H)
Asian Pacific American (APA)	Female	Texas (T)
Caucasian ( C)		Out of State (O)
Hispanic American (HA)		Specify State
Native American (NA)		Public Owned (PO)
Other (O) Specify		
BUSINESS CLASSIFICATION  DBE Disadvantaged Business Enter WBE Women Owned Business Enter HUB Historically Underutilized Business	terprise	<ul><li>SB Small Business</li><li>MBE Minority Business Enterprise</li><li>Other:</li></ul>
Please provide information regarding certify Name of Agency C	ring agency (if any) ertificate Number	Expiration Date

HCC Project No./Title: 08-41/Armored Car Transportation Services

#### **ATTACHMENT NO. 8**

#### CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

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

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

#### **NON-DISCRIMINATION STATEMENT**

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

Name/Title:		
	(Type or Print)	
Signature:		Date:
Company Name:	(Type or Print)	
Address:		
Telephone Number:		

#### **CERTIFICATION AND DISCLOSURE STATEMENT**

If an individual:

Have you been convicted of a felony?

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 <u>Texas Education Code</u>. The requested information is being collected in accordance with applicable law. <u>This requirement does not apply to a publicly held corporation.</u>

YES or NO

If a business entity:	YES or NO
Has any owner of your business entity been convicted of	of a felony?
Has any operator of your business entity been convicte	d of a felony?
If you answered yes to any of the above questions conduct resulting in the conviction of the felony, include State and County where the conviction occurred, and the conviction occurred and the convi	ling the Case Number, the applicable dates, the
I attest that I have answered the questions truthfully a	nd to the best of my knowledge.
By:	Date:
Name:	
Title:	
Business Entity:	
Signature of Firm's Authorized Official:	
State of Texas	
Sworn to and subscribed before me at	
Texas, this the day of	, 2008
Notary Public for the State of:	

#### **AFFIDAVIT FORM**

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, physical handicap, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and ensure nondiscriminatory employment practices.

	Signo	ed:	
	Name of Compa	ny:	
A	Address of Compa	ny:	
State of Texas			
Sworn to and subscribed before	e me at	(City)	(State)
this the	_day of		, 2008.
Notary Public for the State of			

#### **BUSINESS QUESTIONNAIRE**

FIRM NAME:	
FIRM ADDRESS:	
TELEPHONE:	
FAX NUMBER:	
EMAIL ADDRESS:	
CONTACT PERSON'S NAME AND PHONE NO. (Type or Print):	
SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL:	
NAME AND TITLE (Type or Print):	
Do you or any officer, partner, owner, sales representative and Community College? Yes	
If yes, please specify:	
State in which your home office / headquarters is located?	
If headquarters is located out of state, does that state have pre-	eferential treatment on Bids?
If yes, list percentage%	
Name of Financial Institution	Contact Person
	Title
Please indicate how you became aware of this procurement?	Source:
Example: Newspapers (Chronicle, El Dia, Voice of Asia, Africar Business Council, HCC Website, Chamber of Commerce, etc.)	n American News, etc.) Houston Minoria

TYPE OF ORGANIZATION		
Individual Partnership	Sole Proprietorship Corporation, Incorpo	rated in
Federal Employer Identification Numb (Note: please refer to Attachment No.		
How long in business under present n	ame	
Number of persons now employed		
BUSINESS CLASSIFICATION		
DBE Disadvantaged Busine WBE Women Owned Busin HUB Historically Underutili	ness Enterprise	SB Small Business MBE Minority Business Enterprise Other:
* HCC is an equal opportunity / educ religion, national origin, gender, age to seek procurement opportunities.		
REFERENCES		
List three references (local or otherw which you have performed comparable		
Name of Firm Address	Point of Contact	Telephone #
1		
2		
3		
State of Texas		
Sworn to and subscribed before me	e at	
Texas, this the	day of	, 2008
Notary Public		
for the State of:		

#### 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:

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 resulting from this bid and could be ineligible for future HCC contract awards.
Signature
Title Date of Signing
Firm Name
Address

Telephone Number \_\_\_\_\_

#### **VENDOR APPLICATION INSTRUCTIONS**

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

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is <a href="http://hccs.aecglobal.com/Supplier\_Registration\_Form.asp">http://hccs.aecglobal.com/Supplier\_Registration\_Form.asp</a>

Once you have completed your application, please print out a copy of the completed application and submit it with your completed bid package. If you do not have internet access you are welcome to use a computer at any HCC library to access the website and register.

#### HOUSTON COMMUNITY COLLEGE

#### **INSURANCE REQUIREMENTS**

The following coverage and limits are the minimum limits that the Contractor / Vendor are required to carry during performance of the contract for Armored Car Transportation Services, Project 08-09:

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

Occurrence / Personal Injury / Advertising /

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

#### 2. Automobile Liability:

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

#### 3. Workers Compensation:

Part A - Statutory

Part B - \$1,000,000 Each Accident

\$1,000,000 Policy Limits \$1,000,000 Each Employee

#### 4. Employee Dishonesty:

\$1,000,000. CSL

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

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Worker's compensation;
- Waiver of Subrogation on all policies:
- The assigned Project No. and/or Purchase Order Number.

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

Note: CSL denotes "Combined Single Limit".

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ	
This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session.	OFFICE USE ONLY	
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).	Date Received	
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.		
A person commits an offense if the person knowingly violates Section 178.008, Local Government Code. An offense under this section is a Class C misdemeanor.		
Name of person who has a business relationship with local governmental entity.		
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 applicate than the 7th business day after the date the originally filed questionnaire become		
Name of local government officer with whom filer has employment or business relationship	p.	
Name of Officer		
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.  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?		
Yes No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than invedirection of the local government officer named in this section AND the taxable income is governmental entity?		
Yes No		
C. Is the filer of this questionnaire employed by a corporation or other business entity wi government officer serves as an officer or director, or holds an ownership of 10 percent or more		
Yes No		
D. Describe each employment or business relationship with the local government officer nar	ned in this section.	
4		
Signature of person doing business with the governmental entity	Date	

Adopted 06/29/2007



# procurement operations

Sample Contract Documents
By and Between
<b>Houston Community College</b>
And
For
Project No. 08-41

#### SAMPLE CONTRACT EXHIBITS

### EXHIBIT A BID / AWARD FORM

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

### EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

### EXHIBIT C SCOPE OF SERVICES/Specifications/Statement of Work

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

### EXHIBIT D GENERAL TERMS AND CONDITIONS

Note: (Attachment No. 4 of this solicitation may become Exhibit D in the resulting contract.)

### EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

Note: (Attachment No. 8 of this solicitation may become Exhibit E in the resulting contract.)

### EXHIBIT F INSURANCE REQUIREMENTS

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

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

# EXHIBIT H SUBCONTRACTOR PROGRESS ASSESSMENT FORM (If required)