

# **Procurement Operations**

**Invitation for Bids (IFB)**

**For**

**Project Name: Coffee Services**

**Project No. 12-51**

# INVITATION FOR BIDS

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**HOUSTON COMMUNITY COLLEGE**

**INVITATION FOR BIDS**

**Date:** August 13, 2012  
**Project Title:** Coffee Service  
**Project No.:** IFB 12-51

.....  
**ISSUED BY:**

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

**SUBMIT INQUIRES TO:**

Name: Wanda Pleasant  
Title: Buyer  
Telephone: (713) 718-5319  
Fax: (713) 718-2113  
Email: wanda.pleasant@hccs.edu

.....  
**NOTICE TO BIDDERS**

**1. Project Overview:**

Houston Community College ("HCC") is seeking bids from qualified firms to provide Coffee Services as described in Attachment No. 2, and in accordance with the terms, conditions and requirements set forth in this Invitation For Bids

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

**2. Pre-Bid Meeting:**       Mandatory       Not mandatory       Not Applicable

**3. Bid Due Date/Time:** HCC will accept sealed bids in original form to provide the required Coffee Services until **3:00 PM (local time) on Thursday, September 6, 2012**. Bids will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. **Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.**

**4. Contract Term:**

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 up to two (1) additional one (1) year periods. 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.

**5. HCC Contact:**

Any questions or concerns regarding this Invitation For Bid shall be directed to the above named HCC individual.

HCC specifically requests that Bidders restrict all contact and questions regarding this IFB to the above named individual. The above named individual must receive all questions or concerns no later than **Thursday, August 23, 2012**.

**6. Inquiries and Interpretations:**

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

HCC are responsible for notifying HCC that they are in receipt of a bid 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. 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.

**7. Commitment:**

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

**8. Acquisition from Other Sources:**

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

**9. Obligation and Waivers:**

**THIS IFB IS A SOLICITATION FOR BID AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.**

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

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

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

**BY SUBMITTING A BID, BIDDER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS 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.**

**A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITON OF CONTRACT AWARD. To register go to:**

<https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

## **10. Attachments:**

The Following Attachments are hereby incorporated and made a part of this Invitation For Bid:

- Attachment No. 1, Instructions to Bidders
- Attachment No. 2, Scope of Services/Specifications
- Attachment No. 3, Bid/Contract Award Form
- Attachment No. 4, Bidder Questionnaire
- Attachment No. 5, Determination of Good Faith Effort Form
- Attachment No. 6, Small Business Unavailability Certificate
- Attachment No. 7, Contractor & Subcontractor Participation Form
- Attachment No. 8, Bidder's Certifications
- Attachment No. 9, Conflict of Interest Questionnaire (Form CIQ)
- Attachment No. 10, Financial Interests and Potential Conflicts of Interests

**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.**

# **ATTACHMENT NO. 1**

## **INSTRUCTIONS TO BIDDERS**

### **1. General Instructions:**

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

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

- a. Respondents must complete, sign and return the following documents, as required:
  - Bid /Contract Award Form (Attachment No. 3)
  - Bidder Questionnaire (Attachment No. 4)
  - Determination of Good Faith Effort Form (Attachment No. 5)
  - Small Business Unavailability Certificate (Attachment No. 6)
  - Contractor & Subcontractor Participation Form (Attachment No. 7)
  - Bidder's Certifications (Attachment No. 8)
  - Conflict of Interest Questionnaire (Form CIQ) (Attachment No. 9)
  - Financial Interests and Potential Conflicts of Interests (Attachment No. 10)
- b. Bid must be signed by Bidder's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your bid to disqualification.
- c. Responses to this IFB must include a response to the bid requirements set forth in Section 4 (Preparation of Bid), below.

d. Page Size, Binders, Dividers and Electronic Copy

Bids must be typed on letter-size (8-1/2" x 11") paper. HCC requests that bids be submitted in a binder. Preprinted material should be referenced in the bid and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic Copy of the bid (compact disc or flash drive) must be provided in an Adobe Acrobat (.pdf) format.

e. Table of Contents

Include with the bid a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the bid as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

f. Pagination

All pages of the bid should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

g. Number of Copies

Submit one (1) original and three (3) copies of your Bid including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Bid documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format.

h. Submission

One (1) original and all required copies of the Bid, must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Invitation For Bid, Notice To Bidders-Section 3 and delivered to:

**Houston Community College  
Procurement Operations Department  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 12-51  
Attn: Wanda Pleasant**

h.1 The envelope containing a bid shall be addressed as follows:

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

h.2 Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.

h.3 Telephone bids are not acceptable when in response to the Invitation For Bid.

h.4 Facsimile ("FAX") or electronic (email) bids are not acceptable when in response to this Invitation For Bid.

### **3. Eligibility For Award:**

- a. In order for a Bidder to be eligible to be awarded the contract, the bid must be responsive to the solicitation and HCC must be able to determine that the Bidder is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive bids are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Bids, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible Bidders, 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;
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - 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 bid is so certifying to such non-delinquency;
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Bidder(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in the above Section 3 (c), Eligibility For Award and as necessary to perform the requirements of the solicitation and be determined a responsible Bidder. Failure to provide any requested additional information may result in the Bidder being declared non-responsive and the bid being rejected.
- e. A person or bidder is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the Bidder or prime contractor if the person or bidder assisted in the development of this solicitation or any part of this solicitation or if the person or bidder participated in a project related to this solicitation when such participation would give the person or bidder special knowledge that would give that person or bidder or a prime contractor an unfair advantage over other bidders.
- f. 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 11 below, Prohibited Communications.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a bidder from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this IFB.

**4. Preparation of Bid:**

**a. Technical Proposal:**

Bidder shall submit Technical Proposal responding to all Questions set forth in the Bidder Questionnaire, Section 3.0 attached hereto as Attachment No. 4.

**b. Price Proposal:**

Bidder shall submit a Price Proposal respondent to all requirements set forth in the Bidder Questionnaire, Section 4.0 attached hereto as Attachment No. 4.

**5. Evaluation Criteria:**

An Evaluation Committee ("Committee") will review all bids to determine which Bidders have qualified for consideration according to the criteria stated herein. The Committee's evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated Bidder(s) evaluated by the Committee **may** be invited to make an oral presentation of their written bid to the Committee and/or the HCC Board of Trustees. Bids will be evaluated using the following criteria:

<b><u>Evaluation Criteria</u></b>	<b><u>Available Points</u></b>
• <b>Qualifications and Experience of Firm:</b>	<b>10</b>
• <b>Reputation including past performance at HCC</b>	<b>10</b>
• <b>Quality of Services &amp; Products and the extent they meet HCC needs</b>	<b>30</b>
• <b>Small Business Program</b>	<b>acceptable/unacceptable</b>
• <b>Price Proposal</b>	<b>50</b>
<hr/>	
	<b>Total Points: 100</b>

**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; and (c) offers the best value to HCC, price and other factors considered. A responsive bid and a responsible Bidder are those that meet the requirements of and are as described in the above Section 3 (Eligibility For Award) of this solicitation. HCC may award a contract, based on initial bids received, without discussion of such bids. Accordingly, each initial bid should be submitted on the most favorable terms from a price and technical standpoint, which the Bidder can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the bid documents submitted and consider the bid for award.

**7. Postponement of Bids Due Date/Time:**

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

**8. Oral Presentations:**

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

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

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

### **10. Internship Program:**

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

### **11. Prohibited Communications:**

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, Bidder, 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 that Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-bid 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.

### **12. 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.

**13. Taxes:**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No bid shall include any costs for taxes to be assessed against HCC.

**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 request for bid 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. Appropriated Funds:**

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

**16. 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 176 of the Local Government Code. The person/Bidder submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 9, Conflict of Interest Questionnaire (Form CIQ), and Attachment No. 10 Financial Interest and Potential Conflict of Interests** with the bid 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. 9 and Attachment No. 10 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 Attachment No. 10 shall render your bid non-responsive.**

**17. 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.

**18. No Third Party Rights:**

Any contract resulting from this solicitation is made for the sole benefit of the HCC and the selected contractor and their respective successors and permitted assigns. Nothing in the resulting contract shall create or be deemed to create a relationship between the Parties to the contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

**19. Withdrawal or Modification:**

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

**20. Validity Period:**

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

**22. Terms and Conditions:**

The HCC General Terms and Conditions of Contracts dated October 20, 2011 shall govern any Purchase Order/Contract issued as a result of this solicitation (IFB). A copy is available and posted on the HCC website at [www.hccs.edu](http://www.hccs.edu)

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

**23. Small Business Development Program (SBDP):**

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

## ATTACHMENT NO. 2

### SCOPE OF SERVICES/SPECIFICATIONS

#### I. Scope:

This scope of service covers the requirements for the Contractor to furnish all resources (labor, equipment, supplies, transportation, and any and all other items necessary to provide the Coffee and related products and services at the various facilities of the Houston Community College System ("HCC") per the terms, requirements and specifications of this IFB. Services shall be provided on an "as requested and as needed" basis. The Contractor acknowledges and understands that this document provides a general description of the work to be performed and is not intended to be all inclusive. In performing the work Contractor represents that it is familiar with the locations and general conditions that it will be required to operate under and agrees to perform all necessary and required work to deliver Coffee Services consistent with industry best practices and in accordance with all licensing, regulations, and professional standards.

#### II. Products:

The Contractor shall also supply and deliver coffee and related products as listed per Attachment No. 4, Pricing Schedule

#### III. Equipment Requirements:

- a. Coffee services shall include the supply, delivery and set-up of coffee brewing equipment. All equipment shall be in a new and in an unused condition. The coffee brewing equipment shall include, but is not limited to, three-station pour through automatic coffee brewers or three-station automatic water-filled coffee brewers as determined by HCC at each customer installation location.
- b. The Contractor shall supply at a minimum, the following equipment items at the various facilities:

Three-Station pour through automatic coffee brewer or Three-station Automatic Water fill coffee brewers with the following minimum requirements:

1. Electrical: 110-120 volts, A.C. 60 Hz.
2. Underwriters Laboratory (UL) listed.
3. Three (3) Coffee Decanters (for each coffee brewer station), compatible with the brewer station, 10-12 cup capacity, and labeled as follows:

Regular Coffee (2 ea)

Decaffeinated Coffee (1 ea)

#### **IV. Services Requirements and Locations:**

- a. The Contractor shall remove all equipment no less than once per year to clean and disinfect
- b. The Contractor shall supply, set-up, and service and maintain at the HCC facilities listed in Attachment No. 2, Exhibit A. During the term of the agreement, upon written notice to Contractor, HCC reserves the right to delete and/or add locations to be serviced under this Agreement.
- c. The equipment type listed on Attachment No. 2, Exhibit A is HCC's currently available, unverified information. The actual quantity and type of machine required at the site location may differ. The Contractor will be responsible to field verify the equipment requirements for each location prior to the commencement of services.
- d. On a quarterly basis, Contractor shall furnish to HCC a usage/sales report by location that, at a minimum, shall contain the HCC location; listing and quantity of each product purchased; and the total dollar (\$) value of sales for that location.
- e. Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with the Contractor directly in charge of the Work are duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Work. Contractor will furnish efficient business administration and coordination and perform the Work in an expeditious and economical manner consistent with the interests of HCC.

#### **V. HCC's Project Manager**

All the work performed hereunder shall be scheduled, coordinated, reviewed and approved by the HCC's Project Manager(s). The Project Manager(s) shall decide all questions which may arise as to the fulfillment of any work performed by Contractor, and his/her determination and decision thereon shall be final and conclusive. An alternate will be identified to perform this function when the HCC Project Manager(s) is not available.

**Attachment No 2. Exhibit A**

**Coffee Service Locations**

<b>College</b>	<b>Location</b>	<b>Equipment</b>
Central College – Learning Hub	1300 Holman Houston , Texas 77002	1- Unit
Central College-Willie Lee Gay Hall	1990 Airport Houston, TX 77051	1-Unit
Central College-3601 Fannin	3601 Fannin Houston, Texas	1-Unit
Northeast College-Northline	8001 Fulton Houston, Texas77018	2-Units/automatic
Northeast College-Pinemont Center	1265 Pinemont Houston, Texas 77018	1-Unit/automatic
Northeast College-Auto Tech	4638 Airline Houston, Texas77022	1-Unit/automatic
Northeast College-Commercial Truck Driving	555 Community College Houston, Texas 77013	1-Unit/automatic
Administration Building	3100 Main St. Houston, Texas 77002	8 Units; Floors 1,2,3,4,11 & 12
VA/International/HCC Police	3200 Main St. Houston, TX 77002	2-Units
Southeast College-Learning Hub	6815 Rustic Houston, Texas 77087	2 –Units/automatic
Southeast College-Workforce Bldg.	6815 Rustic Houston, Texas 77087	1-Unit/Automatic
Southeast College-Felix Fraga Bldg.	301 N. Drennan St. Houston, Texas 77087	2-Units/automatic
Southeast-Felix Morales Bldg.	6815 Rustic Houston, Texas 77087	1-Unit
Southeast-Angela Morales Bldg.	6815 Rustic Houston, Texas 77087	1-Unit
Southwest College-Stafford	9910 Cash Road Stafford, Texas 77477	1- Unit
Southwest College-Stafford Learning Hub	10041 Cash Road Stafford, Texas 77477	3 -Units
Southwest College-Scarcella Center	10141 Cash Road Stafford, Texas 77477	3-Units

Southwest College- Gulfton Campus	5407 Gulfton Houston, Texas 77081	1-Unit/automatic
Southwest College - West Loop Campus	5601 West Loop Houston, Texas 77081	4 Units-automatic
Southwest College- Missouri City Center	5855 Sienna Springs Way Missouri City, Texas 77459	1-Unit
Coleman College for Health Sciences	1900 Pressler Houston, Texas 77030	1 Unit-automatic
Northwest College-Katy	1550 Foxlake Drive Houston, Texas 77084	1-Unit
Northwest College- Spring Branch	1010 W. Sam Houston Pky. N. Houston, Texas	1-Unit
Northwest College- Alief Continuing Education Center	13803 Bissonnet Houston, Texas 77083	2-Units/automatic
Northwest College-Alief	2811 Hayes Road Houston, Texas 77082	1-Unit

**ATTACHMENT No. 3**

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

**PROJECT TITLE: Coffee Services**  
**PROJECT NO.: IFB 12-51**

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

**Federal Employer Identification Number** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

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

**ACCEPTANCE AND CONTRACT AWARD FORM**

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

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

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

Effective Date: \_\_\_\_\_

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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on \_\_\_\_\_, 2012.

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

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

**ATTACHMENT NO. 4**

**BIDDER QUESTIONNAIRE**

**HCC Project No. : IFB 12-51**

**1.0 Company Profile:**

1.1 Provide details as to the following:

- Firm or Entity Name
- Years in Business
- Form of Business under which Bidder operates (i.e., corporation, partnership, sole proprietor)
- Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your bid
- Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

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

ETHNICITY

GENDER

LOCATION

<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**

<input type="checkbox"/> <b>DBE</b> Disadvantaged Business Enterprise	<input type="checkbox"/> <b>SB</b> Small Business
<input type="checkbox"/> <b>WBE</b> Women Owned Business Enterprise	<input type="checkbox"/> <b>MBE</b> Minority Business Enterprise
<input type="checkbox"/> <b>HUB</b> Historically Underutilized Business	<input type="checkbox"/> Other: _____

Please provide information regarding certifying agency (if any)

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

## **2.0 Customer References:**

2.1 Your response must include a listing of at least three (3) customers for which you have provided Coffee Services of the type and kind required by this IFB. Your customer reference list shall include the company name; contact person including telephone #; scope of services, and the period of time for which work was performed.

2.2 Provide a reference list of all customers for whom you have performed work during the past three (3) years. The List to include company name, contact person, telephone #, and email address (if known).

## **3.0 Technical Proposal:**

Your Technical Proposal should clearly define (i) your Company's total capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in Attachment No. 2, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

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

3.2 Qualifications and Experience:

- a. Describe your company's specific knowledge, experience and expertise in providing Coffee Services described in this IFB.
- b. Provide a staffing plan including resumes for all proposed "key" staff members who will be assigned to this account, and defines their role and responsibilities in supporting the HCC account.
- c. Identify the staff/personnel resources outside of your firm you typically engage to assist in performing the work contemplated under this IFB and the role they play in performing the services

3.3 Project Plan: Provide a detailed Project Plan identifying key tasks and milestone commencing date of contract award through submittal of all deliverables. Your response should clearly define both your and HCC's responsibilities and resources required during the engagement.

3.4 Customer Satisfaction:

- a. How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- b. Describe the process your company uses to ensure delivery products to customers in a timely manner consistent with contract requirements.
- c. How does your company validate orders for accuracy?
- d. How does your company validate that the invoice prices match the contract prices?
- e. What is your company's policy for product returns and credit issuance?
- f. Describe your process for back-ordered items and offering product substitutions?
- g. What is the process and turn-around time for telephone expedited orders?
- h. Provide 'sample' reports that you will make available to HCC pertaining to: (i) performance; (ii) usage/sales history by location; and (iii) customer satisfaction

3.5 Miscellaneous:

(a) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.

(b) Please describe any special benefits or advantages in selecting your company

**4.0 Price Proposal:**

a. Bidder agrees to provide the Coffee Services required per the terms, conditions, requirements and specifications set forth in the Invitation For Bid for the Prices quoted in the attached Pricing Schedule, Attachment No. 4, Exhibit A

b. Please indicate the maximum increase above quoted prices if HCC elects to renew the agreement for an additional term:

• **First Renewal Term, year 3** \_\_\_\_\_%

• **Second Renewal Term, year 4** \_\_\_\_\_%

c. Bidder may quote for HCC's consideration additional products and/or services. If quoting additional products or services, bidder must clearly describe the product/service, packaging and unit cost.

d. **ATTACHMENT No. 4, EXHIBIT A**  
**PRICING SCHEDULE**

**Notes:**

1. Please quote Alternate for "non" styro-foam cups
2. Please quote cost for single-cup coffee (Keurig style or equal); indicate the cost for providing the machine and the coffee packets
3. Products and Volumes listed below are based on current year's unverified purchase history. This information is provided for bidding purposes only and does not represent a guarantee by HCC of any minimum or maximum quantity of product to be purchased

**Group 1: Products listed in Group 1 are core products that will be made available to all HCC Campus**

**Group 2: Optional products that HCC may make available to users under this contract**

<b>Description</b>	<b>Unit</b>	<b>Usage</b>	<b>Unit Cost (\$)</b>	<b>Total Cost (\$)</b>
<b><i>GROUP1 Products</i></b>				
<b>Folgers Vac Pac w/Filters</b>	<b>Box/42</b>	<b>663</b>		
<b>Folgers Decaf Vac Pac w/Filters</b>	<b>Box/42</b>	<b>98</b>		
<b>Folgers Filter Pouch</b>	<b>Box/40</b>	<b>111</b>		
<b>Folgers Decaf Filter Pouch</b>	<b>Box/40</b>	<b>33</b>		
<b>Folgers-52oz. Can</b>	<b>Can</b>	<b>140</b>		
<b>Folgers-52oz. Can Decaf</b>	<b>Can</b>	<b>28</b>		
<b>Sugar Canister-Grindstone</b>	<b>Case/24ct</b>	<b>43</b>		
<b>Cream Canister-Grindstone</b>	<b>Case/24ct</b>	<b>111</b>		
<b>Cream Canister-Carnation</b>	<b>Case/24ct</b>	<b>3</b>		
<b>Liquid Creamer-French Vanilla</b>	<b>Box/192ct</b>	<b>36</b>		
<b>Liquid Creamer-Hazelnut</b>	<b>Box/192ct</b>	<b>25</b>		
<b>Liquid Creamer-1/2 &amp; 1/2</b>	<b>Box/192ct</b>	<b>25</b>		
<b>Sweet &amp; Low</b>	<b>Box/1500</b>	<b>38</b>		
<b>Equal</b>	<b>Box/800</b>	<b>41</b>		
<b>Splenda</b>	<b>Box/1000</b>	<b>91</b>		
<b>Caranation Cream Packets</b>	<b>Box/900</b>	<b>5</b>		
<b>N-JoyCream Packets</b>	<b>Box/1000</b>	<b>55</b>		
<b>Imperial sugar Packets</b>	<b>Box/2000</b>	<b>107</b>		
<b>Stir Sticks</b>	<b>Box/1000</b>	<b>164</b>		

<b>(1)Styro-foam Cups 8 oz.</b>	<b>Case/1000</b>	<b>81</b>		
<b>(1)Styro-foam Cups12 oz.</b>	<b>Case/1000</b>	<b>173</b>		
<b>(1) Styro-foam Cups 16 oz.</b>	<b>Case/500</b>	<b>1</b>		
<b>Red Plastic Cups</b>	<b>Sack/200ct</b>	<b>12</b>		
<b>Lipton Tea Bags</b>	<b>Box/100ct</b>	<b>158</b>		
<b>Lipton Decaf Tea</b>	<b>Box/72ct</b>	<b>75</b>		
<b>Butternut Hot Chocolate</b>	<b>Box/50ct</b>	<b>51</b>		
<b>Butternut Hot Chocolate-Sugar Free</b>	<b>Box/25ct</b>	<b>3</b>		
<b>Instant Cappuccino</b>	<b>Large Can</b>	<b>5</b>		

TOTAL (\$) \_\_\_\_\_

<b>Description</b>	<b>Unit</b>	<b>Usage</b>	<b>Unit Cost (\$)</b>	<b>Total Cost (\$)</b>
<b><i>GROUP 2 Products</i></b>				
<b>Individual Serving Coffee Pack</b>	<b>Box/24ct</b>	<b>1</b>		
<b>Heavy Duty Spoon</b>	<b>Box/600ct</b>	<b>5</b>		
<b>Heavy Duty Fork</b>	<b>Box/600ct</b>	<b>17</b>		
<b>Heavy Duty Knife</b>	<b>Box/600ct</b>	<b>10</b>		
<b>Styro-foam Plates 8-5/8 single chamber</b>	<b>Sack/250</b>	<b>29</b>		
<b>Lunch Napkins</b>	<b>Sack/300ct</b>	<b>19</b>		
<b>Paper Towels</b>	<b>Box/30ct</b>	<b>13</b>		
<b>Ozarka Water-1/2 liter 16.05 oz.</b>	<b>Case/24ct</b>	<b>356</b>		
<b>Ozarka Water-1/2 pints</b>	<b>Case/48ct</b>	<b>149</b>		

TOTAL (\$) \_\_\_\_\_

**ATTACHMENT NO. 5**

**DETERMINATION OF GOOD FAITH EFFORT**

**HCC Project No. :12-51**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

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

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

Section 1.

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

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

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

Section 2.

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

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

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

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

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

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

Section 3.

SELF PERFORMANCE JUSTIFICATION

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

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\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 6  
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

**HCC Project No: 12-51**

\_\_\_\_\_  
(Name)

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

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

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

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

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

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

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

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



**ATTACHMENT No. 8**  
**BIDDER'S CERTIFICATIONS**

**HCC Project No.: 12-51**

**1. NON-DISCRIMINATION STATEMENT:**

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

**2. BLACKOUT PERIOD COMPLIANCE:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications provision set forth in the IFB. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through 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 Bidder, 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.

**3. 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. 10  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

**HCC Project No.:12-51**

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 as part of your proposal response.** Completed forms must be **NOTARIZED.**

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

**Section 1 - Disclosure of Financial Interest in the Vendor**

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

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**b.** For each individual named above, show the type of ownership/distributable income share:

Ownership interest exceeding 10%	( _____ )
Ownership interest exceeding \$15,000 or more of the fair market value of vendor	( _____ )
Distributive Income Share from Vendor exceeding 10% of individual's gross income	( _____ )
Real property interest with fair market value of at least \$2,500	( _____ )
Person related to or married to individual has ownership or real property interest in Vendor	( _____ )
No individuals have any of the above financial interests (If none go to Section 4)	( _____ )
sole proprietorship    ___ stock    ___ partnership    ___	
other (explain): _____	

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

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

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

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

**Section 2 - Disclosure of Potential Conflicts of Interest**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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**Section 3- Disclosure of Gifts**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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**Section 4- Other Contract and Procurement Related Information**

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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This disclosure is submitted on behalf of:

\_\_\_\_\_  
(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

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

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

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

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

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

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

**this the** \_\_\_\_\_ **day of** \_\_\_\_\_, **2012.**

\_\_\_\_\_

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

