

**Houston Community College System
Purchasing Department**



HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSALS (RFP)

FOR

**“FREE STANDING MOBILE FOOD
KIOSK SERVICES”**

PROJECT NO. 06-10

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	<u>Page Number</u>
Cover Page and Summary	0
Table of Contents	1
Summary	2-3
Instructions to Proposers	4-9

Forms to be completed and submitted with a Proposal

Attachment No. 1 Proposal/Award Form	10-11
Attachment No. 2 Schedule of Items and Prices	12
Attachment No. 3 Scope of Services	13-14
Attachment No. 4 Determination of Good Faith Effort Form	15
Attachment No. 5 Small Business Unavailability Certificate	16
Attachment No. 6 Small Business Development Questionnaire	17
Attachment No. 7 Contractor & First Tier Subcontractor/Supplier Participation Form.....	18
Attachment No. 8 Non-Discrimination Statement	19
Attachment No. 9 Certification & Disclosure Statement	20
Attachment No. 10 Affidavit Form	21
Attachment No. 11 Business Questionnaire	22-23
Attachment No. 12 Assurance of SBDP Goal	24
Attachment No. 13 Vendor Application Form	25
Attachment No. 14 Insurance Requirements	26

Proposed/Sample Contract Documents

The resulting contract will include at least the following exhibits:

Exhibit A Proposal / Award Form	28
Exhibit B Schedule of Items and Prices	28
Exhibit C Scope of Services	28
Exhibit D General Terms and Conditions	29-34
Exhibit E Contractor & First Tier Subcontractor/Supplier Participation Form, if appropriate	35
Exhibit F Subcontractor Payment Certification Form, if appropriate	36
Exhibit G Progress Assessment Report, if appropriate.....	37
Exhibit H Insurance Requirements, if appropriate	38

HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSALS - SUMMARY

Date: March 6, 2006

Project Title: Free Standing Mobile Food Kiosk Services

Project No.: 06-10

ISSUED BY:

Houston Community College System
Purchasing Department
3100 Main Street (11th Floor)
Houston, Texas 77002

SUBMIT INQUIRES TO:

Name: Rodney Heath
Title: Senior Buyer
Telephone: (713) 718-5005
Fax: (713) 718-2113
Email:rodney.heath@hccs.edu

Project Overview: The Houston Community College System (HCC) is seeking proposals from qualified firms to provide a Free Standing Mobile Kiosk type food service operation at the Houston Community College System on an “as needed” basis system-wide. Coleman College of Health Sciences, Southeast College and Central College have identified an immediate need for these services; additional locations may be added during the term of this contract.

Contract Approval: This procurement is subject to approval by the Houston Community College System “(HCC)” Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCCS contractually is the Chancellor or his designee.

Pre-Proposal Conference A pre-proposal conference will be held in the Purchasing Department, 3100 Main Street (11th Floor, Rm. No. 11A07) Houston, Texas 77002 on **Tuesday, March 21, 2004** at 10:00 a.m. (local time).

Site Visits To inspect the facilities with the immediate need for services, the Vendor shall contact Diana Castillo, College Operations Officer for Coleman College at (713) 718-7212, Julian Fisher, College Operations Officer for Southeast College at (713) 718-7565 or Joyce Reynolds, Campus Manager for Central College at (713) 718-7629.

Proposal Due Date/Time: HCC will accept proposals to provide the required “Free Standing” Mobile Food Kiosk Services until 3:00 p.m. (local time) on **Wednesday, March 29, 2006**. Proposals will be received in the Purchasing Department, 3100 Main Street (11th Floor, Rm. No. 11A06), Houston, Texas 77002 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Contract Term: The contract term for contract(s) awarded resulting from this solicitation will be one (1) year with two (2) one-year renewal options.

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

HCC reserves the right to accept or reject all or any part of any proposal, waive any technicalities or irregularities in the proposal documents and consider the proposal for award.

This Request for Proposal does not obligate HCC to award a contract or to pay any costs incurred by a proposer in the preparation or submission of a proposal.

INSTRUCTIONS TO PROPOSERS

1. Introduction

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing services in accordance with the Scope of Services contained in this solicitation (Attachment No. 002).

2. Proposal Submittal

Proposer(s) shall submit one (1) original and 6 copies of the technical proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Attachment No. 1 Proposal/Award Form
- Attachment No. 4 Determination of Good Faith Effort
- Attachment No. 5 Small Business Unavailability Certificate
- Attachment No. 7 Contractor & First Tier 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

The envelope containing a proposal shall be addressed as follows:

- Name, Address and Telephone Number of Proposer;
- Project Description/Title;
- Project Number; and
- Proposal Due Date/Time.

All proposals shall be submitted to the following address:

Houston Community College System
Purchasing Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 06-10
Attn: Rodney Heath

3. **Eligibility for Award**

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those complying in all material aspects of the solicitation. Proposals, which do not comply with all the terms and, conditions of this solicitation will be rejected as non-responsive.
- c. Responsible proposers as a minimum must:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of the 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 the 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; signing and submitting the proposal is so certifying.
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum criteria necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive, and the proposal being rejected.

4. **Preparation of Proposal**

A. Technical and Price Proposal:

The technical proposal shall include, as a minimum, the following information:

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and staff composition. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation.
- **Project Understanding and Services:** This section shall include your firm's operational plan for providing freestanding mobile food kiosk services on a system-wide basis. Provide a typical lunch menu as well as other food items that your firm intends to provide under the resulting contract proposed hours of operation. Identify the type of equipment and setup to be utilized.

- **Price Proposal:** The price proposal shall be clearly identified as such in the technical proposal documents. (See Attachment No.002, Schedule of Items and Prices).

5. **Evaluation Criteria**

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

<u>FACTOR</u>	<u>Percentage Weight</u>
• Qualifications and Experience of Firm:	50%
• Project Understanding and Services	25%
• Price Proposal	25%

6. **Contract Award**

Award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC.

7. **Postponement of Proposals Due Date/Time**

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at 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 proposer should be prepared to make a presentation to HCC. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

9. **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 standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- C. For this solicitation, HCC has established **Best Effort** as its goal for Small Business participation.
- D. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
- To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. **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.

11. **Internship Program**

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. 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.

For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

12. **Prohibited Communications**

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

- [1] Between a potential 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 on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

- [1] The contract is awarded by the Chancellor or his designee; or
- [2] 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:

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

13. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

14. **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.

15. **Explanation to Proposers**

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

16. **Performance Security**

The Contractor shall provide a performance bond, letter of credit or other acceptable guarantee in favor of HCC in the amount of two (2) months anticipated revenues to HCC (a minimum of \$5,000.00 is required) as security for HCC timely receipt of full revenues due it under this contract.

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS

PROPOSAL /CONTRACT AWARD FORM

Project Title: Free Standing Mobile Food Kiosk Services
Project No.: 06-10

In compliance with the requirements of this Request for Proposals for Free Standing Mobile Food Kiosk services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical & Price Proposal submitted on March 29, 2006, and as mutually agreed upon by subsequent negotiations, if any.

Receipt of Proposal Amendment(s)

The undersigned acknowledges receipt of the below listed amendment(s).
(List amendment number & date.)

Amendment Number(s)

Date

Name of Proposer (Type or Print)

Business Address (Type or Print, include "zip code")

Signed By (Sign in ink; type or print name and title under signature)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Project No. 06-10

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

HOUSTON COMMUNITY COLLEGE SYSTEM

Executed for and on behalf of the Houston Community
College System pursuant to approval by the Board of Trustees
on _____, 2006

Signed By: _____

Name: Michael Kyme
Title: Executive Director – Procurement Operations

ATTACHMENT NO. 2

**SCHEDULE OF ITEMS AND PRICES
FOR
FREE STANDING MOBILE FOOD KIOSK SERVICES**

The Proposer/Contractor shall furnish all resources and services necessary and required to perform the services in accordance with the scope of services and the general terms and conditions of the proposed contract for the price(s) listed below.

I. LIST of ITEMS and PROPOSED UNIT PRICES (List all)

(* NOTE: Pre-priced Menu and Price Lists are acceptable!)

<u>Item No.</u>	<u>Description of Services/Products</u> (To be completed by Proposer)	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amount</u>
001	_____	___	___	\$ _____	\$ _____
002	_____	___	___	\$ _____	\$ _____
003	_____	___	___	\$ _____	\$ _____
004	_____	___	___	\$ _____	\$ _____
005	_____	___	___	\$ _____	\$ _____
Etc.	_____	___	___	\$ _____	\$ _____

II. Proposed Commission _____% (Based on total monthly gross sales)

ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
FREE STANDING MOBILE FOOD KIOSK SERVICES

1. GENERAL

- a. This scope of service covers the requirements for a Contractor to provide free standing mobile kiosk type food service operation at Houston Community College System on an “as needed” basis system-wide. The following Colleges have identified an immediate need for services:

1. Coleman College For Health Sciences
1900 Pressler
Houston, Texas 77030

2. Southeast College
6815 Rustic
Angela Morales Bldg.
Houston, Texas

3. Central College Locations:

- Fine Arts Building
3517 Austin
Houston, Texas 77004
- San Jacinto Building
1300 Holman
Houston, Texas 7004
- Educational Development Center
3214 Austin
Houston, Texas 77004

NOTE: Additional locations may be added during the term of this contract.

- b. The Contractor shall comply with all federal, state, county and city laws, regulations, ordinances and shall obtain any licenses, permits and health certificates of the City of Houston that are required for a food services operation. The Contractor shall employ only persons who meet health standards prescribed by the aforementioned government agencies regulations for the particular type of employment that they are engaged in.

- c. The requirements under this scope of service shall also apply to any subcontractors employed by the Contractor.

4. MATERIALS

The Contractor shall provide all management, labor, equipment, supplies, food products, and any other items required in the performance of the food services operation.

5. HOURS OF OPERATION AND SERVICE

The Contractor shall operate the food serving line five (5) days a week as follows:

- Monday through Thursday - Between the hours of 7:00 A.M. - 7:00 P.M.
- Friday - between the hours of 7:00 A.M. - 2:00 P.M.

4. PRODUCTS

The menu for food services provided hereunder should generally consist of warm foods, sandwiches (hot dogs, hamburgers, etc.), salads, fruits, soups, rolls, grains. The Contractor's menu shall also include healthy food choices. During the course of the food service operations at HCC, the Contractor shall comply with all health regulations of the City of Houston and the State of Texas regarding preparation, cleanliness, quality control and serving of food items.

5. CLEAN-UP OF PREMISES

The Contractor shall keep the food serving area clean of litter and trash at all times. At the end of the daily operations, the Contractor shall clean the food serving area to the satisfaction of the HCC project management representative. All trash shall be placed in HCC provided receptacles and all food services equipment removed from HCC premises daily.

**ATTACHMENT NO. 4
PROJECT NO. 06-10**

**HOUSTON COMMUNITY COLLEGE SYSTEM
DETERMINATION OF GOOD FAITH EFFORT**

Proposer _____

Address _____

Phone _____ Fax Number _____

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

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

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

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

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

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

Signature of Proposer

Title

Date

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

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

Of _____, certify that on the date shown below, I contacted the following small
 (Business name) business(es) to obtain a Bid for Materials or Services to be utilized on
 HCC Project No. 06-10

DATE CONTACTED	SMALL BUSINESS	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 was unable to award a subcontract(s) or supply orders(s) to the small business listed above.

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

Signature: _____
 (Proposer)

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

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

**Houston Community College System
Economic Development Office
Post Office Box 667517
Houston, Texas 77266-7517**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 7

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION

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

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____

Address: _____

Telephone/Fax: _____ Date: _____

TOTAL \$ _____

Contractor \$ _____

Subcontractor(s) \$ _____

Supplier (s): \$ _____

ATTACHMENT NO. 8

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: _____

ATTACHMENT NO. 9

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: YES or NO
Have you been convicted of a felony? _____

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.

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 _____, 2006

Notary Public for the State

Of _____

ATTACHMENT NO. 10

STATE OF TEXAS AFFIDAVIT

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.

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2006.

Notary Public for the State

Of _____

**ATTACHMENT NO. 11
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/or spouse work for the Houston Community College System? _____ Yes _____ No

If yes, please specify: _____

State in which your home office / headquarters is located _____?

If headquarters is located out of state, does that state have preferential 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, Houston Star, African American News, etc.)
Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)*

ATTACHMENT NO. 12

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 FIRST TIER SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = **Best Effort**

The undersigned certifies that the firm shown below has not discriminated against any small business or other potential subcontractor because of race, color, religion, gender, age, veteran's status, disability or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, gender, age, disability, national origin or veteran status.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the 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 _____

ATTACHMENT NO. 13 HCCS VENDOR APPLICATION

Houston Community College System (“HCC”) Purchasing Department has developed an online vendor application system. This system 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 HCC. 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 System Purchasing department website and register as a vendor. The website address to access the vendor registration form is http://216.119.142.201/HCCS/Supplier_Registration_Form.asp

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.

ATTACHMENT NO. 14

**HOUSTON COMMUNITY COLLEGE SYSTEM
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 Free Standing Mobile Food Kiosk Services, Project No. 06-10:

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	

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 Certificate 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".

**Houston Community College System
Purchasing Department**



HOUSTON COMMUNITY COLLEGE SYSTEM

PROPOSED/SAMPLE CONTRACT DOCUMENTS

FOR

**“FREE STANDING MOBILE FOOD
KIOSK SERVICES”**

PROJECT NO. 06-10

PROPOSED CONTRACT EXHIBITS

**EXHIBIT A
PROPOSAL / 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**

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

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

Note: (Exhibit D is attached hereto.)

**EXHIBIT E
CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER
PARTICIPATION FORM**

Note: (If applicable, Attachment No.7, of this solicitation may become Exhibit E in the resulting Contract.)

**EXHIBIT F
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATE**

Note: (A copy of the payment certificate form is attached hereto.)

**EXHIBIT G
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

Note: (A copy of the progress assessment form is attached hereto.)

**EXHIBIT H
INSURANCE REQUIREMENTS**

Note: (A copy of the HCC Insurance Requirements is attached hereto.)

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1. Contract Award

A response to the solicitation is an offer to contract with Houston Community College System (“HCC”) based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders or other duly executed documents.

2. Contract Term

The contract term for contract(s) awarded resulting from this solicitation will be one (1) year with two (2) one-year renewal options. Any contract renewal or extension may be subject to approval by the Board of Trustees.

3. Interpretation, Jurisdiction and Venue

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in Harris County, Texas.

4. Compliance with Laws

The Contractor shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the 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.

6. Termination for Convenience

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

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the Contractor, if the Contractor neglects to execute the work properly; performs in an unsatisfactory manner or fails to perform any provisions of the contract. In the event of termination for default, HCC shall have against the Contractor, all remedies provided by law and equity.

8. **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.

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

The Contractor hereby agrees to put forth its Best Effort to attain small business participation under this Contract.

10. **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 direction of HCC.

11. **Insurance Requirements**

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

12. **Indemnification**

The Contractor shall hold HCC, its agents, employees, trustees and other officers harmless from any claim or liability asserted against it by reason of the negligence of the Contractor, its agents, servants and employees in the performance of the Contract.

13. 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 Contractor’s employees shall be paid by the Contractor; that 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.

14. 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.

15. Notices

All notices hereunder 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 System:
Purchasing Department (11th Floor)
3100 Main Street
Houston, Texas 77002
ATTN: Michael Kyme,
Executive Director of Procurement

Contractor:

ATTN: _____

16. Internship Program

The Contractor agrees to make a good faith effort to utilize HCC students in an internship capacity with the company for services performed under this Contract. HCC will provide the contractor with the name of student(s) eligible to participate in the internship program. The Contractor shall pay the student(s) at least the minimum wage required by law.

17. 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.

18. **Method and Submission of Payment of Commission Fees**

- a. The Contractor shall render to HCC a certified or cashier's check by the 10th of each month in the preceding month's earned commissions due HCC. The certified or cashier's check shall be made payable to the Houston Community College System, and mailed to:

Houston Community College System
Accounting & Finance Department
Attn: HCC Head Cashier
3100 Main Street (11th Floor)
Houston, Texas 77002

- b. The Contractor shall pay HCC compensation in the amount of a commission rate based upon a percentage of monthly gross sales, in accordance with the Schedule of Items and Pricing, Exhibit B, of this Contract.

19. **Sales Reports**

- a. The Contractor shall keep accurate records and provide the Executive Director Procurement Operations or designee, a monthly computer generated, comprehensive report by the 10th of each month. The report shall include:
- Total dollar amount of sales itemized by location.
 - Total dollar amount commission due HCC.
- b. The Contractor must certify the accuracy of all reports submitted to Houston Community College System.

20. **Auditable Records**

- a. HCC shall have the right to perform, or have performed, audits of Contractor's books and records related to this contract, and shall also have the right to conduct inspections of all equipment at places where services are performed under the contract. The Contractor shall keep accurate records and provide the Executive Director of Purchasing or designee, a monthly computer generated, comprehensive report by the 10th of each month. The report shall include
- b. The Contractor shall retain all books, records and other documents relative to the contract for at least three (3) years after final payment is made to HCC, or until audited by HCC or its authorized agents. HCC or its authorized agents shall have full access to and the right to examine any of said material during the 3 year time period.

21. Price Adjustments

Price adjustments for changes in the Contractor's cost of products will be considered by HCC. Request for price increase for any other reason will not be considered by HCC. No price increase will be authorized for 180 days after the effective date of contract. Thereafter, the Contractor may request price increases, in writing, to the Executive Director- Procurement Operations or designee at least thirty (30) calendar days prior to the proposed effective date of such increases. All requests for price increases must be accompanied by supporting justification documentation.

22. Performance Security

The Contractor shall provide a performance bond, letter of credit or other acceptable guarantee in favor of HCC in the amount of two (2) months anticipated revenues to HCC (a minimum of \$5,000.00 is required) as security for HCC timely receipt of full revenues due it under this contract.

23. Subcontracting

The Contractor shall not subcontract any portion of the work or services required under this Contract without obtaining written consent of the Executive Director-Procurement Operations or designee.

24. Assignment of Contract

This Contract shall not be assigned by the Contactor, in whole or in part, without the written consent of HCC.

25. Inspection of Services and Equipment

The Contractor shall maintain a quality control and service inspection system covering the services provided under this Contract. Complete records of all inspection services performed by the Contractor shall be maintained and made available to HCC during contract performance. HCC shall have the right to review the inspection records, to the extent practicable at all times and places during the term of the Contract. HCC shall perform such reviews in a manner that will not unduly delay or affect contract performance.

26. HCC-Furnished Services

HCC will furnish the following services during the effective period of the contract:

- All utilities such as water, electricity, heating, air conditioning and lighting.

27. Contractor's Representative

Prior to the start of contract performance, the Contractor shall advise HCC, in writing , of the primary and alternate representative (including telephone number) who will have management and operational responsibility for the contract performance requirements as well as the authority to act on matters of a contractual nature.

28. Contractor's Employee Identification Information

The Contractor's employee(s) shall, while performing services under this Contract, wear in plain view on the upper portion of the garment, identification containing the company name, employee's name and company identification number of the employee if any.

29. Protection of HCC Property

The Contractor shall use reasonable care to avoid damaging buildings, equipment and vegetation on HCC property. If the Contractor's failure to use reasonable care causes damage to any HCC property, the Contractor shall replace or repair any damage at no expense to HCC as directed by the Executive, Director-Procurement Operations or designee.

30. Drug Policy

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by the Contractor or its employees while on HCC's premises is strictly prohibited. Any violation of this provision by the Contractor or its employees will be considered a breach of contract by the Contractor.

31. Entire Agreement

This Contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement may not be amended or modified, except by mutual written agreement.

EXHIBIT E

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION

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

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____
 Address: _____
 Telephone/Fax: _____ Date: _____

TOTAL \$ _____
 Contractor \$ _____
 Subcontractor(s) \$ _____
 Supplier (s): \$ _____

EXHIBIT F

**HOUSTON COMMUNITY COLLEGE SYSTEM
SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER PAYMENT CERTIFICATION**

Project No. 06-10

(This form is to be completed by the Subcontractor/Subconsultant or Supplier for each payment received from Prime Contractor/Consultant.)

NAME OF FIRM: _____

ADDRESS: _____

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

I hereby certify that the above firm has received payment on _____ from _____ in the amount of \$_____ as full payment of our invoice dated _____ for work performed or materials provided during _____ under subject Contract/Project No. _____
(Time Period)

(To be signed by Officer of the firm)

Signature _____

Printed or Typed Name _____

Title _____

Please Mail This Form To:
Houston Community College System
Purchasing Department
3100 Main Street, (11th Floor)
Houston, TX 77002
Attn: Georgia Coats, Senior Buyer

EXHIBIT G

**HOUSTON COMMUNITY COLLEGE SYSTEM
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

Reporting Period: From _____ To _____

Consultant / Contractor _____ Project No. _____

Total Contract Amount (Prime Contractor) \$ _____

Subconsultant / Subcontractor / Supplier (Name)	Total Subcontract Amount	Amount Paid This Period \$ _____	Total Paid to Date \$ _____

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractors and suppliers in accordance with contractual arrangements with them.
(Prime Contractor)

To be reported monthly:

Name: _____
Signature: _____
Title: _____
Phone: _____
Date: _____

Mail This Form To:
Houston Community College System
Purchasing Department
3100 Main Street, (11th Floor)
Houston, TX 77002
Attn: Georgia Coats, Senior Buyer

EXHIBIT H

HOUSTON COMMUNITY COLLEGE SYSTEM 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 Free Standing Mobile Food Kiosk Services, Project No. 06-10:

4. 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

5. Automobile Liability:

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

6. Workers Compensation:

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

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".