



**Solicitation Amendment No. 1**

<b>To: Prospective Bidder/Offeror:</b>	<b>Date:</b>
Respondents	April 29, 2022
<b>Project Title:</b>	<b>Project No.:</b>
Project Management Services	RFQ 22-76
Description of Solicitation Amendment:  RFQ No. 22-76 Project Management Services is hereby amended as follows.  1. Submittal of Statements of Qualifications in BONFIRE, instructions below.  2. Scope of Work, Section 4, Rates and Fees, Page 9 of 49, has been amended to include the following language below.  3. Attached are the Questions and Responses for clarification below.  Please visit our website at <a href="https://www.hccs.edu/about-hcc/procurement/">https://www.hccs.edu/about-hcc/procurement/</a>  Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.	
<b>Acknowledgement of Amendment No. by:</b>	<b>Date:</b>
<b>Company Name (Bidder/Offerer):</b>	
<b>Signed by:</b>	
<b>Name (Type or Print):</b>	<b>Title:</b>



Dear Supplier,

The Houston Community College System (HCC) has partnered with Bonfire Interactive to create a new procurement portal that will allow you to access business opportunities and submit bids and proposals to The Houston Community College System digitally.

Vendors are requested to visit the HCC Bonfire Portal at [Houston Community College \(bonfirehub.com\)](https://bonfirehub.com), then follow the link to the Bonfire vendor registration page to register your company.

Registration is easy and free. If you have any challenges with the registration process, please contact Bonfire Interactive Support at [support@gobonfire.com](mailto:support@gobonfire.com).

HCC is excited about the changes we are making to streamline our electronic bid process and we look forward to continuing our good relationship with you and appreciate your interest.

Should you have any questions, please contact [hcc.pcs.help@hccs.edu](mailto:hcc.pcs.help@hccs.edu). Thank you for your interest in doing business with Houston Community College.

Sincerely,  
Procurement Operations Department

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#### 4. Rates and Fees:

Following selection of the Project Management firm(s), an hourly rate schedule will be negotiated for services, by job classification, with firms selected as a result of this solicitation. The schedule will include profit and overhead for anticipated services. In addition, a maximum surcharge for sub-consultant services will be included in the schedule. No escalation will be considered during the initial agreement period. Escalations to the rate schedule will only be considered at agreement renewal if the escalation request is submitted to the College in writing and agreed to by HCC in writing.

For each assigned project, the qualified firm selected for a project, shall be required to provide the following:

- a. A summary scope of services/work and include a proposal for the project based on hourly rate schedule within the agreement.
- b. A detailed price/cost sheet containing hours and level of effort for each phase of a project.

**4.1 Except in unusual cases, the College will not consider billable time incurred while traveling to and from the Project site, College's offices, or Board of Trustees meetings as necessary to the completion of a Project.**

**REQUEST FOR QUALIFICATIONS**  
**PROJECT NO. RFQ 22-76**  
**PROJECT MANAGEMENT SERVICES**  
**QUESTIONS AND ANSWERS No. 1**

Date: April 29, 2022

To: Prospective Respondents

From: Procurement Operations Department, Houston Community College

Subject: Questions and Answers Responses

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Q1. From our understanding from the Pre-submittal call, teaming opportunities and having sub consultants are permitted, correct?

**Response:** Yes.

Q2. Is there a page limit to the proposal?

**Response:** No.

Q3. The Project Manager's personnel assigned to HCC projects will have a minimum four-year degree in Business, Architecture, or Engineering degree and possess the Project Management Professional (PMP) designation. Is this a requirement for all staff members, or just the lead Project Manager?

**Response:** The educational requirement has been revised.

Project Manager personnel assigned to HCC projects will have a minimum four-year degree in Project Management, Construction Management, Architecture or Engineering degree, 4 years of facilities related project management experience and possess the Project Management Professional (PMP) designation. A total of 5 years in facilities related project management, along with the 4-year degree, is acceptable in lieu of the PMP certification. A total of 8 years in facilities related project management is acceptable in lieu of a 4-year degree and the PMP certification. The Lead/Principal Project Manager must have a minimum four-year degree in Project Management, Construction Management, Architecture or Engineering degree, 8 years of facilities related project management experience and possess the Project Management Professional (PMP) designation. No substitution of experience will be accepted in lieu of a 4-year degree for the Lead PM, while 10 total years of facilities related project management experience is acceptable along with the 4-year degree in lieu of the PMP certification.'

Q4. Are you able to sole source a Small Business Practices (MWBE / HUB) partner? If not, what is the process for outreach?

**Response:** You can utilize only 1 certified SBE to meet the solicitation subcontracting goal. The SBE must be certified by an agency HCC recognizes. Recognized certifications can be found at [hccs.edu/sbdp](http://hccs.edu/sbdp).

Q5. As part of this proposal, is HCCS looking for Sellers to provide Rates and Fees? Or will that be negotiated after selection and based on individual project scope of works?

**Response:** Rates and Fees will be negotiated with the successful respondent(s)

Q6. Good afternoon, I am wanting to confirm where all we are we supposed to submit our response? The RFQ mentioned delivering one hard copy and one electronic copy to the HCC Procurement Department at 3100 Main Street but does not mention submitting through Bonfire. However, while on the pre-submittal call it was noted to submit the response through Bonfire. Should we be delivering the hard copy and electronic copy to the site as well as submitting through Bonfire?

**Response:** Houston Community College System strongly encourages respondents to submit their response to this request electronically through the new Bonfire Portal. Please contact the Procurement Officer listed on the front cover of this solicitation if you require assistance with this submittal.

Electronic Response

HCC utilizes Bonfire as its electronic solicitation platform. The Bonfire portal is available at

[Houston Community College \(bonfirehub.com\)](https://bonfirehub.com)

Or copy and paste below link

<https://hccs.bonfirehub.com/portal/?tab=openOpportunities>

- a. HCC utilizes Bonfire as its exclusive electronic solicitation platform.
- b. Official versions of HCC's solicitation, associated documents, and any updates are only available through Bonfire.
- c. Questions are only answered through Bonfire before the deadline.
- d. The following are some important notes about Bonfire:
  - 1) Logging in and/or uploading file(s) does not mean that the response is submitted. Respondents must successfully upload all the file(s) and must click the submit button before the Closing Time.
  - 2) Respondents will receive an email confirmation receipt with a unique confirmation number once they finalize their submission. This will confirm that Respondents have successfully submitted their response.
  - 3) If an item in Requested Information is designated as Required, Respondents will not be able to complete their submission until the requirement is met.
  - 4) Uploading large documents may take significant time, depending on the size of the file(s) and Proposer's internet connection speed.
  - 5) Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Please do not embed any documents within the uploaded files, as they will not be accessible or evaluated.
  - 6) Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
  - 7) If Respondents need technical assistance with using Bonfire, please contact Bonfire directly at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or 1.800.354.8010 x 2. Respondents can also visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>. Please note that all inquiries related to the actual solicitation contents and any clarifications must be submitted to HCC through the Opportunity Q&A feature in Bonfire.

Respondents shall meet the following minimum requirements to be considered for evaluation:

Respondent shall create and upload in the designated Required Information field in Bonfire a document (Proposal) that provides enough content, in HCC's sole discretion, that HCC can evaluate the Statement of Qualifications in accordance with the requirements stated in this solicitation. Respondent shall provide an overview of its company, provide the name and contact information for the person authorized to represent the company in this solicitation process.

- a. Respondent shall describe all of the services that it offers to HCC. Describe any memberships, certifications, awards, etc. that the Respondent's company or principal officers have earned.

- b. Respondent shall submit all Requested Information in Bonfire and shall submit the Form CIQ **only** if conflicts exist. By submitting a Statement of Qualifications, even without a completed Form CIQ, Respondent certifies compliance with the requirements therein and that none of the disclosure criteria apply.
- c. HCC reserves the right to require additional information as it deems necessary.
- d. If Respondent takes exception to any portion of this solicitation, whether included in full text or incorporated by reference, Respondent must state so in the Statement of Qualifications, with specific citations, justifications, and proposed alternative language. HCC reserves the right to accept or reject any exceptions taken but may choose to negotiate such exceptions.
- e. Respondent may provide HCC with any information related to the evaluation categories listed in this solicitation. It is incumbent upon the Respondent to review the solicitation in whole and particularly the evaluation categories and provide any other information that it deems relevant to HCC's consideration of their Statement of Qualifications.
- f. Some submittals specified herein may have corresponding Requested Information components in Bonfire. Respondents are requested, and in some cases required, to provide specific inputs and/or document uploads in response. Otherwise, Respondents are encouraged to upload their response as a single, consolidated PDF.

#### Paper Response

Paper proposals are discouraged but accepted before the due date and time.

It is the sole responsibility of the proposer to ensure its response is submitted prior to the solicitation closing date and time. Responses received prior to the submittal deadline are time stamped and shall be accepted as timely submitted. The College will in no way be responsible for any delays difficulties, causes or any other occurrences that inhibited or prevented a timely submittal.

You may, mail or deliver your hard copy response to:

Houston Community College

Attn: Mr. Art Lopez - Sr. Buyer

Administration Building

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

Houston, Texas 77002

Respondents should use mail, courier deliver, Fed-Ex, UPS or other carriers, for delivery of their bids/proposals.

The telephone number is 713-718-5107 for delivery questions or concerns when attempting to deliver to the loading dock located in the rear of the building on Rosalie Street. Submittals, which for any reason are not received timely, will not be considered.

Responses must be received on or before the date and time specified in the solicitation.

Q7. Can you please provide the required Conflict of Interest form that must be signed and uploaded?

**Response:** See Page No. 34 of 49 of the solicitation document.

Q8. **(Pg. 4) Section 1.5, Contract Type:** What is the dollar amount/range for the types of projects that will fall under this IDIQ contract.

**Response:** Costs of each project varies in based on the size and scope of each individual project and its complexity.

Q9. **(Pg. 7) Section 2:** Are the degree requirements and PMP certification strictly reserved for the person serving in the lead project manager role?

**Response:** See the response to Question No. 3.

Q10. **(Pg. 9) Section 4, Rates & Fees:** We want to confirm that there is no escalation in rates/fees during the initial agreement period of 3 years?

**Response:** Correct, the Contract rate/fees, will be firm and fixed for the initial 3-year term. No escalation allowed.

Q11. **(Pg. 12) Section 3.3. f:** For the signature, our signature authority typically signs with an electronic signature and then the documents are sent .pdf or hardcopy printed and sent. Please clarify if this must be a "wet" signature.

**Response:** Electronic signature or, wet signature is acceptable.

Q12. What are the instructions for the Attachment No. 3 (SMALL BUSINESS UNAVAILABILITY CERTIFICATE) form if it does not apply? We will have a small business partner for our RFQ submission.

**Response:** The Contractor should mark an "x" across the page, sign and return it with their response since it doesn't apply.

Q13. **Master Services Agreement, Section 5:** The Contractor does not assign our IP rights to our clients. These IP Rights (even if created on the client's project) are not relevant for core business of the client and T&T should be allowed to grow our know how with every project. We want to replace assignment of IPR with giving HCC the license to use our deliverables in the project

Delete and insert 'The [Consultant] retains the intellectual property rights and copyright of all documents prepared by him. The [Client] shall be entitled to use them or copy them only for the project and the purpose for which they were intended and need not obtain the [Consultant's] permission to copy for such use.'

**Response: Section 3 page 8 addresses Exceptions to the Sample Agreement:** If Respondents take exception to any terms or conditions set forth in the Sample Agreement (Exhibit 1), the respondents must submit, in their response, a written list of the exceptions, clearly describing the exceptions and identifying and referencing the relevant section, paragraph and page number.

Q14. **Master Services Agreement, Section 10:** Insert new clauses: "The Consultant's liability to the Client is limited to that proportion of the Client's losses for which the Consultant is responsible under this [contract] and for which the Consultant has a legal liability. For the avoidance of doubt the Consultant shall not be held liable for special, indirect, economic or consequential claims, loss of profit, demands, actions or proceedings of whatsoever nature, howsoever arising. The liability of the Consultant shall be limited to [one million pounds] [could be at the level of PII required - in Africa insert 'the level of the fee to be paid'] No action or proceedings for any breach of this [contract][deed] shall be commenced by either party after the expiry of [6 if contract is under hand/12 if contract is a deed] years after [practical] completion [of the project] [of the services]".

**Response:** See the response to Question No. 13.

Q15. **Master Services Agreement, Section 5.5:** Company policy is not to accept indemnities of this nature. Can we do the following:

- a. Line 5 - delete "indemnify and hold harmless" insert "be liable to",
- b. Line 6 - delete "against" all insert "for",
- c. Line 5 - insert "reasonably and directly" before "[sustain]",
- d. Line 9 - insert "and for which the Consultant has a legal liability. For the avoidance of doubt the Consultant shall not be held liable for special, indirect or consequential claims, demands, actions or proceedings of whatsoever nature, howsoever arising." after "copyright or property right".

**Response:** See the response to Question No. 13.

Q16. **Master Services Agreement, Section 4.1:** This is an unqualified warranty which is to offer a guarantee and this could cause difficulties with our PII. We would like to delete "warrants" and insert "confirms".

**Response:** See the response to Question No. 13.

Q17. **Master Services Agreement, Section 10.2:** We would like to delete this section for the following reason. When the principal is named as an additional insured a waiver is not relevant as an insurer cannot claim against an additional insured. Waiver of subrogation is preferred over additional named.

**Response:** See the response to Question No. 13.

When issued, "Questions & Answers" shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Questions & Answers. All revisions, responses, and answers incorporated into the Questions & Answers are collaboratively from both the Procurement Operations and the applicable HCC Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be deemed to have received all Questions & Answers and to have incorporated them into this solicitation and resulting proposal response.

Furthermore, it is the responsibility of each Contractor to obtain any previous Questions & Answers associated with this solicitation.

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