# HCC PROCUREMENT PROCEDURES MANUAL

<table>
<thead>
<tr>
<th><strong>Issued Date</strong></th>
<th><strong>Effective</strong></th>
<th><strong>REPLACES</strong></th>
<th><strong>Correction Number</strong></th>
<th><strong>Page Number</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
</tr>
</tbody>
</table>
### Table of Contents

**ARTICLE 1. General Provisions** ................................................................. 1

1.1. Mission ............................................................................................................ 1
1.2. Purpose ........................................................................................................... 1
1.3. Non-discrimination ....................................................................................... 1
1.4. Authority ......................................................................................................... 1
1.5. Responsibility ................................................................................................. 1
1.6. Rules of Construction .................................................................................. 2
1.7. Definitions ...................................................................................................... 3

1.7.1. Acquisition ................................................................................................. 3
1.7.2. Agricultural Products ............................................................................... 3
1.7.3. Amendment ................................................................................................. 3
1.7.4. Architect .................................................................................................... 3
1.7.5. Award ......................................................................................................... 3
1.7.6. Best and Final Offers or BAFO ................................................................. 3
1.7.7. Best Value Determination ......................................................................... 3
1.7.8. Bid ............................................................................................................... 3
1.7.9. Bidder ......................................................................................................... 4
1.7.10. Blackout Period ....................................................................................... 4
1.7.11. Blanket Purchase Order ........................................................................ 4
1.7.12. Business ................................................................................................... 4
1.7.13. Buyer ....................................................................................................... 4
1.7.14. Capital Improvement .............................................................................. 4
1.7.15. Change Order .......................................................................................... 4
1.7.16. Collusion .................................................................................................. 4
1.7.17. Commodity ............................................................................................... 5
1.7.18. Competitive Bidding ............................................................................... 5
1.7.19. Competitive Sealed Proposal ................................................................. 5
1.7.20. Competitive Solicitation ......................................................................... 5
1.7.21. Component Purchases ............................................................................ 5
1.7.22. Construction ............................................................................................. 5
1.7.23. Construction Manager-Agent or CMA ............................................... 5
1.7.24. Construction Manager-At-Risk or CM at Risk ...................................... 6
1.7.25. Contract .................................................................................................... 6
1.7.26. Contract Administration .......................................................................... 6
1.7.27. Contractor ................................................................................................. 6
1.7.28. Contract Modification ............................................................................ 6
1.7.29. Cure Notice .............................................................................................. 6
1.7.30. Day ........................................................................................................... 6
1.7.31. Debarment ............................................................................................... 7
1.7.32. Default ..................................................................................................... 7
1.7.33. Design-Build Contract ........................................................................... 7
1.7.34. Design-Build Firm .................................................................................. 7

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>i</td>
<td></td>
</tr>
</tbody>
</table>
1.7.35. Design-Build Method................................................................. 7
1.7.36. Design Criteria Package ....................................................... 7
1.7.37. Determination .......................................................................... 7
1.7.38. Direct Payment ........................................................................ 7
1.7.39. Electronic Bids/Proposals ....................................................... 8
1.7.40. Emergency ............................................................................... 8
1.7.41. Energy Savings Performance Contract .................................... 8
1.7.42. Engineer .................................................................................. 9
1.7.43. Evaluation of Bids .................................................................... 9
1.7.44. Extension ............................................................................... 10
1.7.45. Facility .................................................................................... 10
1.7.46. Fee ......................................................................................... 10
1.7.47. Fixed Price Contract ............................................................... 10
1.7.48. Fund Availability .................................................................... 10
1.7.49. General Conditions ................................................................. 10
1.7.50. Inspection .............................................................................. 10
1.7.51. Instructional Facility ................................................................. 10
1.7.52. Interlocal Agreement ............................................................... 10
1.7.53. Invitation For Bids or IFB ......................................................... 11
1.7.54. Invitation For Proposals or IFP ................................................. 11
1.7.55. Invoice .................................................................................. 11
1.7.56. Late Bid or Proposal ............................................................... 11
1.7.57. Lease ..................................................................................... 12
1.7.58. Library Goods and Services .................................................. 12
1.7.59. Maintenance .......................................................................... 12
1.7.60. May ...................................................................................... 13
1.7.61. Multiple Award ...................................................................... 13
1.7.62. Negotiation ........................................................................... 13
1.7.63. Notice of Award ................................................................... 13
1.7.64. Option .................................................................................. 13
1.7.65. Payment Bond ...................................................................... 13
1.7.66. Performance Bond ................................................................. 13
1.7.67. Person .................................................................................... 13
1.7.68. Pre-bid/Proposal Conference ................................................ 13
1.7.69. Price Analysis ...................................................................... 13
1.7.70. Processed ............................................................................. 14
1.7.71. Procurement ......................................................................... 14
1.7.72. Proposal .............................................................................. 14
1.7.73. Proprietary Information ......................................................... 14
1.7.74. Protest .................................................................................. 14
1.7.75. Public Notice ........................................................................ 14
1.7.76. Purchase ............................................................................. 14
1.7.77. Purchase Order or PO ............................................................ 14
1.7.78. Purchasing Laws ................................................................... 15

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>ii</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 3.

2.2. Procurement Standards

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective) Dated</td>
<td></td>
<td>iii</td>
</tr>
</tbody>
</table>
3.1. Ethics .................................................................................................................. 32
3.2. Conflict of Interest............................................................................................ 33
3.3. Blackout Periods .............................................................................................. 33
3.4. Violation of Ethical Standards ......................................................................... 34
3.4.1. HCC Board of Trustees................................................................................. 34
3.4.2. HCC Employees............................................................................................ 34
3.4.3. Vendors......................................................................................................... 34
3.4.4. Collusion ....................................................................................................... 34
  3.4.4.1. Checklist for Possible Collusion ................................................................. 34
3.5. Procurement Process Generally ...................................................................... 37
  3.5.1. Illegal Strategies ........................................................................................... 38
  3.5.2. Unethical Conduct/Conflict of Interest ....................................................... 38
  3.5.3. Available Funds ............................................................................................ 38
  3.5.4. Proper Planning ............................................................................................ 38
  3.5.5. Procurement Training ................................................................................... 38
  3.5.6. Coordinate with Procurement Operations .................................................. 39
3.6. Unauthorized Transactions .............................................................................. 39
  3.6.1. Applicability ................................................................................................. 39
  3.6.2. Authority ...................................................................................................... 39
3.7. Standards for Certain Specific Purchases ...................................................... 39
  3.7.1. Professional Services .................................................................................... 39
    3.7.1.1. PSPA Professional Services ................................................................. 40
    3.7.1.2. Non-44.031 Professional Services ..................................................... 41
  3.7.2. Certain Food Purchases ............................................................................... 42
    3.7.2.1. Food or Refreshments from Operating Funds (Fund 1) ....................... 42
    3.7.2.2. Other Events (Including Retirement Parties, Holiday Parties, Personal Receptions) ...................................................................................................................... 42
  3.7.3. Cell Phones ................................................................................................ 43
    3.7.3.1. Issuance of HCC-owned Cell Phones .................................................. 43
    3.7.3.2. Usage Guidelines .................................................................................. 43
    3.7.3.3. Acquisition ............................................................................................ 43
  3.7.4. Furniture ..................................................................................................... 43
  3.7.5. Preference for Certain Agriculture and Landscaping Products ............... 44
3.8. Standards for Quality Assurance and Specifications ..................................... 44
  3.8.1. Purpose ....................................................................................................... 44
  3.8.2. Special Definitions ........................................................................................ 44
    3.8.2.1. Brand Name Specification .................................................................... 44
    3.8.2.2. Brand Name or Equal Specification ................................................... 44
    3.8.2.3. Purchase Description ............................................................................. 45
    3.8.2.4. Qualified Products List .......................................................................... 45
    3.8.2.5. Specification .......................................................................................... 45
  3.8.3. General Responsibilities ............................................................................. 45
  3.8.4. Guidelines in Drafting Specifications ......................................................... 45
    3.8.4.1. Functional or Performance Description ............................................... 45

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td></td>
<td></td>
<td>iv</td>
</tr>
</tbody>
</table>
4.3.3.1. Cardholder .............................................................. 56
4.3.3.2. Departmental Auditor ............................................. 57
4.3.3.3. Procurement Card Administrator ............................. 58
4.3.3.4. Procurement Card Accounting ............................... 59
4.3.4. Cardholder Eligibility ............................................... 59
4.3.5. Cardholder Liability ............................................... 59
4.3.6. Cardholder Termination ........................................... 60
4.3.7. Lost, Misplaced, or Stolen Procurement Cards ............ 60
4.3.8. Spending Controls ................................................ 60
4.3.9. Erroneous Declines ............................................... 60
4.3.10. Emergency Transactions ....................................... 61
4.3.11. Credits and Rebates ............................................ 61
4.3.12. Tax Exempt Status .............................................. 61
4.3.13. Unresolved Disputes and Billing Errors ................... 61
4.3.14. Security and Storage ........................................... 62
4.3.14.1. Procurement Cards ......................................... 62
4.3.14.2. Program Documentation ................................... 62
4.3.15. Vendor Blocking ................................................ 62
4.3.16. Procurement Card Set Up and Closure ..................... 62
4.3.16.1. Card Set Up .................................................. 62
4.3.16.2. Closure ....................................................... 63
4.3.17. Reconciliation, Approval, & Allocation of Billing ....... 63
4.3.18. Audit .............................................................. 64
4.3.18.1. Cardholder .................................................... 64
4.3.18.2. Department Auditor ....................................... 64
4.3.18.3. Procurement Card Administrator ....................... 64
4.4. Direct Pay Requests and Requisitions .......................... 65
4.4.1. Purpose ............................................................ 65
4.4.2. Responsibility and Process ..................................... 65
4.4.3. Requirements .................................................... 65
4.4.4. Sample Services that May Use Direct Pay ............... 66
4.5. Process for Certain Dollar Thresholds ......................... 68
4.5.1. Less than $50 ..................................................... 68
4.5.2. $50 to $200.00 .................................................... 68
4.5.3. $200 to $2,499.99 ............................................... 68
4.5.4. $2,500 to $9,999.99 ............................................ 68
4.5.5. $10,000 to $49,999.99 ........................................ 69
4.5.6. $50,000 to $99,999.99 ....................................... 69
4.5.7. $100,000 or greater .......................................... 69

ARTICLE 5. Competitive Solicitation ................................... 70
5.1. Procurement Methods in State Law ............................. 70
5.2. Required Factors .................................................. 70
5.3. Timetable .......................................................... 71
5.3.1. Competitive Bidding ........................................... 71

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>vi</td>
</tr>
</tbody>
</table>
5.3.1.1. Development of Specifications ................................................................. 71
5.3.1.2. Bid Packet ........................................................................................................ 71
5.3.1.3. Vendor List ...................................................................................................... 72
5.3.1.4. Advertisement ................................................................................................ 72
5.3.1.5. Pre-Bid Conference ....................................................................................... 72
5.3.1.6. Bid Due Date .................................................................................................. 72
5.3.1.7. Receipt and Tabulation of Bid ....................................................................... 72
5.3.1.8. Bid Evaluation and Award ............................................................................. 74
5.3.1.9. Tie Bids .......................................................................................................... 74
5.3.1.10. Contract Management .................................................................................. 75
5.3.1.11. Contract Cancellation .................................................................................. 75
5.3.1.12. Bid Award Cancellation .............................................................................. 75
5.3.1.13. Summary of Procurement .......................................................................... 75
5.3.2. Competitive Sealed Proposal ............................................................................. 75
5.3.2.1. Development of Specifications ...................................................................... 76
5.3.2.2. Vendor List .................................................................................................... 76
5.3.2.3. Advertisement ................................................................................................ 76
5.3.2.4. Pre-Proposal Conference ............................................................................ 76
5.3.2.5. Proposal Due Date ....................................................................................... 76
5.3.2.6. Receipt and Opening of Proposals ................................................................ 76
5.3.2.7. Proposal Initial Evaluation ........................................................................... 77
5.3.2.8. Negotiations/Best and Final Offer (BAFO) ................................................... 78
5.3.2.9. Award ............................................................................................................ 78
5.3.2.10. Contract Management ............................................................................... 78
5.3.2.11. Contract Cancellation ................................................................................ 79
5.3.2.12. IFP Award Cancellation ............................................................................ 79
5.3.2.13. Summary of Procurement ......................................................................... 79
5.3.3. Request for Proposals or RFP .......................................................................... 79
5.3.3.1. Development of Specifications ..................................................................... 79
5.3.3.2. RFP Packet ................................................................................................... 80
5.3.3.3. Sample Evaluation Criteria .......................................................................... 81
5.3.3.4. Vendor List ................................................................................................... 81
5.3.3.5. RFP Advertising ......................................................................................... 81
5.3.3.6. Proposal Due Date ..................................................................................... 81
5.3.3.7. Pre-Proposal Conference .......................................................................... 81
5.3.3.8. Receipt and Tabulation of Proposals ........................................................... 81
5.3.3.9. Proposal Evaluation .................................................................................... 82
5.3.3.10. Contract Award ....................................................................................... 82
5.3.3.11. Contract Management ............................................................................. 82
5.3.3.12. Summary of Procurement ......................................................................... 83
5.3.4. Request for Qualification or RFQ ................................................................. 83
5.3.4.1. Development of Specifications ..................................................................... 83
5.3.4.2. RFQ Documents ......................................................................................... 83
5.3.4.3. Sample Evaluation Criteria for RFQ ........................................................ 84
ARTICLE 7. Construction Services ................................................................. 94
  7.1. General Requirements ....................................................................... 94
  7.1.1. Facilities Department Review ......................................................... 94
  7.1.2. Best Value Determination .............................................................. 94
  7.1.3. Selection Criteria Generally ......................................................... 94
  7.1.4. Signature Authority ....................................................................... 95
  7.1.5. Legal Review ................................................................................ 95
  7.2. Methods of Procurement ................................................................. 95
      7.2.1. Procurement of Architect/Engineering/Land Surveying Services
      (Request For Qualifications) ................................................................. 96
      7.2.2. Competitive Bidding ................................................................. 96
      7.2.3. Competitive Sealed Proposal ..................................................... 97
      7.2.4. Design-Build ........................................................................... 98
      7.2.4.1. HCC-Designated Independent Architect or Engineer .............. 98
      7.2.4.2. Independent Inspection Services ............................................. 98
      7.2.4.3. RFQ (including Design Criteria Package) ............................... 98
      7.2.4.4. Two Phase Evaluation of Qualification Statements ............ 98
      7.2.4.5. Signed and Sealed Set of Construction Documents ............. 99
      7.2.4.6. Payment and Performance Bonds ....................................... 99

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>viii</td>
</tr>
</tbody>
</table>
7.2.5. Construction Manager-at-Risk ("CM at Risk") ................................................. 100
7.2.5.1. Independent Architect or Engineer ................................................................. 100
7.2.5.2. Independent Inspection Services ................................................................. 100
7.2.5.3. One or Two-Step Selection Process ............................................................. 100
7.2.5.4. Competitive Solicitations by Selected CM at Risk ......................................... 102
7.2.5.5. Payment and Performance Bonds ................................................................. 102
7.2.6. Construction Manager Agent ("CMA") ........................................................... 103
7.2.6.1. Independent Architect or Engineer ................................................................. 103
7.2.6.2. Independent Inspection Services ................................................................. 103
7.2.6.3. RFQ .................................................................................................................. 103
7.2.6.4. Selection of Other Contractors ................................................................. 103
7.2.7. Job Order Contracts or JOC .............................................................................. 103
7.2.7.1. Request for JOC Proposals .............................................................................. 104
7.2.7.2. Advertisement ................................................................................................. 104
7.2.7.3. Pre-Proposal Conference ............................................................................ 104
7.2.7.4. Proposal Due Date ......................................................................................... 104
7.2.7.5. Receipt and Tabulation of Bid ....................................................................... 105
7.2.7.6. Bid Evaluation and Award ............................................................................ 105
7.2.7.7. Job Orders ........................................................................................................ 105
7.2.7.8. Payment and Performance Bonds ................................................................. 105
7.2.7.9. Architect or Engineering Services ................................................................. 106
ARTICLE 8. Contracts ................................................................................................. 107
8.1. General Requirements ....................................................................................... 107
8.1.1. Procurement Contracts .................................................................................... 108
8.1.1.1. Commodities/Services Contracts ................................................................. 108
8.1.1.2. Consultant Agreements .................................................................................. 108
8.1.1.3. Grant Purchases .............................................................................................. 109
8.1.1.4. Construction Services Contracts ................................................................. 109
8.1.2. Revenue Generating Contracts ..................................................................... 109
ARTICLE 9. Vendor Requirements ............................................................................ 111
9.1. Debarment and Suspension ................................................................................ 111
9.2. Acknowledgement of Purchasing Policies/Procedures ..................................... 111
9.3. Conflict of Interest Disclosures .......................................................................... 111
9.4. Criminal History Information .......................................................................... 111
9.5. No Delinquent Taxes or Other Debt to HCC .................................................... 111
ARTICLE 10. Vendor Disputes .................................................................................. 113
10.1. Purpose ............................................................................................................... 113
10.2. Vendor Complaint .............................................................................................. 113
10.3. Vendor Performance .......................................................................................... 114
10.4. Vendor Payment ................................................................................................. 114
10.5. Contract Closeout .............................................................................................. 114
ARTICLE 11. Sale of HCC Property .......................................................................... 116
ARTICLE 12.  Appendices

Appendix 1.1 Customer Satisfaction Survey
Appendix 1.9A Small Business Assurance Form
Appendix 1.9B Small Business Good Faith Effort Assurance Form
Appendix 1.9C Small Business Unavailability Assurance Form
Appendix 1.9D Small Business Participation Amount Form
Appendix 2.1 HCC Organizational Chart
Appendix 2.2 Procurement Operations Organizational Chart
Appendix 3.4.4A Transportation Services Request Form (Houston area)
Appendix 3.4.4B Transportation Services Request Form (outside Houston area)
Appendix 4.2.3 Purchase Order Agreement
Appendix 4.3.A P-Card Application
Appendix 4.3.B P-Card Agreement
Appendix 4.3.C P-Card Transaction Log
Appendix 4.3.D Cardholder Statement of Disputed Item
Appendix 4.4.A Internal Direct Pay Employee Reimbursement Form
Appendix 4.4.B College Activity Board Internal Direct Pay Reimbursement Form
Appendix 4.4.1 Petty Cash Reimbursement Form
Appendix 4.5.1 Sole Source Questionnaire
Appendix 5.2 Sample Consultant Agreement
Appendix 9.2 Vendor Acknowledgement
Appendix 9.3.A State Conflict of Interest Questionnaire
Appendix 9.3.B HCC Conflict of Interest Disclosures for Vendors
Appendix 9.4 Criminal History Form
Appendix 9.5 Affidavit of No Delinquent Taxes or Other Debt to HCC
Appendix 10.1 Vendor Dispute Affidavit
Appendix 10.4A Vendor Evaluation Form (User)
Appendix 10.5.B Vendor Evaluation Form (Department)
Appendix 10.5 Certification of Contract/Project Closeout
Appendix 12.1 Board Action Item
Appendix 12.2 Board Report Item
Appendix 12.3 Requisition Workflow Form (User)
Appendix 12.4 Requisition Workflow Form (Procurement Operations)
Appendix 12.5 Tax Exempt Form
Appendix 12.6 Solicitation Request Form
Appendix 12.7 Non-Discrimination by Vendors Form
Appendix 12.8 Subcontractor/Supplier Certification of Payment by Vendor
Appendix 12.9 Subcontractor Progress Assessment Form

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>X</td>
</tr>
</tbody>
</table>
ARTICLE 1. GENERAL PROVISIONS

1.1. Mission

The mission of the Procurement Operations Department (“Procurement Operations”) is to promote the best interests of the Houston Community College (“HCC”) and the people it serves through a procurement process of quality and integrity which will result in minimizing cost and obtaining the maximum projected value for each dollar of expenditure.

1.2. Purpose

These procedures are designed to support and facilitate the educational, research, and public service mission of HCC through the acquisition of goods and services by applying best methods and business practices for public confidence in HCC.

A strong purchasing system begins with sound policies implemented through systematic procedures. Internal controls, careful planning, and cost-efficient practices such as bulk purchasing, and price/bid solicitation provide the framework for the efficient procurement of goods and services.

1.3. Non-discrimination

HCC shall not discriminate on the basis of race, color, national origin, religion, age, gender and disability in the selection of vendors and shall prohibit vendors from such discrimination in the selection of subcontractors and vendor’s employees. HCC may immediately terminate or disqualify from future contracts any contractor who engages in such discriminatory practices.

1.4. Authority

Unless otherwise specifically delegated or authorized herein, Procurement Operations has the sole authority to negotiate for the purchase of supplies, equipment, and services, subject to final purchasing authority by the person(s) specified in these procedures. HCC is not obligated or liable for any unauthorized procurement not obtained in strict compliance with HCC policy and these procedures.

In all cases, the Department reserves the authority to question and investigate, if necessary, any and all aspects of a Purchasing Requisition so that HCC’s best interests are served.

1.5. Responsibility
The Department is responsible for the administration of procurement procedures created to implement HCC procurement policies adopted by the HCC Board of Trustees in accordance with local, state and federal law.

The Executive Director of Procurement Operations is responsible for establishing and maintaining procurement procedures in consultation with the Chancellor and General Counsel and ensuring compliance with the procurement procedures and HCC procurement policies.

All Procurement Operations personnel and other HCC personnel involved in the procurement process are responsible for understanding and complying with these procedures and HCC policies. Any situation requiring the consideration of an exception or variation from these procedures or HCC policies shall be brought to the attention of the Executive Director of Procurement Operations.

Procurement Operations has been assigned the following responsibilities:

- Procure goods and services for HCC.
- Inform HCC departments of alternative sources of supply and related discounts.
- Assist HCC departments in the procurement process.
- Expedite delivery of urgently needed goods and services when feasible.
- Maintain good vendor relationships.
- Provide accurate and complete information about procurement decisions to the Board of Trustees, the Chancellor and other HCC administrators with purchasing authority.

Procurement Operations will from time to time collect and compile internal HCC customer service questionnaires/surveys from HCC departments similar to the one contained as Appendix 1.5. All persons involved in the HCC procurement process are encouraged to provide input toward improving the process at any time.

1.6. Rules of Construction

In these procedures, unless the context requires otherwise, words in the singular include the plural and vice versa, and words of a particular gender (or neutral) include any gender. If any provision of these procedures is held invalid, such invalidity shall not affect the other provisions or application of these procedures which can be given effect without the invalid provision. To the extent any law applicable to any provision herein is amended, such amendment shall be
considered incorporated herein for all purposes. HCC reserves the authority to interpret these procedures and HCC procurement policies.

1.7. Definitions

1.7.1. Acquisition

Obtaining goods and services through best methods and business practices.

1.7.2. Agricultural Products

Includes textiles and other similar products.

1.7.3. Amendment

A document used to change the terms and/or conditions of a Solicitation.

1.7.4. Architect

An individual registered as an architect under Chapter 1051, Texas Occupations Code.

1.7.5. Award

The acceptance of a bid or proposal after all required approvals have been obtained which is then completed by the presentation of a purchase agreement or written notice of award to the selected vendor.

1.7.6. Best and Final Offers or BAFO

In a competitive negotiation, the final proposal submitted after negotiations are completed that contains the proposer's most favorable terms for price, services and/or products to be delivered. Typically, it is utilized only in the competitive sealed proposal or request for proposal methods.

1.7.7. Best Value Determination

A determination made by HCC before the bid or proposal is advertised of the method of procurement that will be used in a particular procurement or group or type of procurements that will provide the best value to HCC and emphasizes value over price. Any reasonable factors related to value may be considered in determining the best value method, including but not limited to, the total life cycle cost of the item, the time to complete the procurement, cost of the method, anticipated quality of good or services likely obtained by the method, and the limitations of the various methods.

1.7.8. Bid

A statement of price, terms of sale, and description of the supplies, services, construction, or construction related services offered by a bidder in response to

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>
an invitation for bids under the competitive bid process or comparable procurement process.

1.7.9. Bidder
One who submits an offer or bid in response to a solicitation.

1.7.10. Blackout Period
This period includes each day during which any procurement with HCC is pending - from the day it is first advertised through the day the contract documents are signed by all parties. During a Blackout 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.

1.7.11. Blanket Purchase Order
An arrangement in which a vendor agrees to provide goods or services to HCC on a demand basis. Properly prepared, such an arrangement sets a limit on the period of time (typically no more than one year) it is valid and the maximum amount of money which may be spent at one time or within a specified period. It also identifies the persons authorized to place orders and/or accept goods under the order.

1.7.12. Business
Any profit or not for profit corporation, partnership, individual, sole proprietorship, joint venture, or any other private legal entity through which commercial activity is conducted.

1.7.13. Buyer
The designated personnel in the Procurement Operations Department on a particular requisition or purchase.

1.7.14. Capital Improvement
Construction or an architectural service as defined herein.

1.7.15. Change Order
A written order signed by the authorized parties (or otherwise authorized by the contract documents) to modify or amend a contract or purchase order. In construction contracts, it relates primarily to changes required by unanticipated circumstances not already covered by the plans, specifications or drawings for the project.

1.7.16. Collusion
An agreement, oral or written, usually secretive, which occurs between two or more persons to limit open competition by deceiving, misleading, or defrauding others to obtain an objective advantage over other bidders and/or over HCC. Examples include, but are not limited to an agreement among two or more firms to divide the market, set prices, limit production, share profits, back out of bids to allow another to win the procurement, or to misrepresent the independence of the relationship between the colluding parties (e.g., “shell entities.”).

1.7.17. Commodity
An item of purchase which may include office goods and materials, food, building materials, and other items needed to support normal operations.

1.7.18. Competitive Bidding
Procurement method for obtaining goods, services and construction services in which bids are submitted in a sealed fashion in response to an Invitation for Bids by bidders competing for a contract, privilege, or right to supply specified services or goods. This method is never available to obtain professional services under the Texas Professional Services Procurement Act.

1.7.19. Competitive Sealed Proposal
Procurement method for obtaining goods, services and construction services in which bids are submitted in a sealed fashion in response to an Invitation for Proposals by offerors competing for a contract, privilege, or right to supply specified services or goods. It differs from the competitive bidding method because once the proposal deadline has passed, discussion and negotiations may be conducted with responsible offerors who submit responsive proposals.

1.7.20. Competitive Solicitation
The purchasing process required by Texas Education Code 44.031.

1.7.21. Component Purchases
Purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

1.7.22. Construction
The process of building, altering, improving, replacing, repairing, demolishing any structure, building, building system, infrastructure, or other improvement to real property, provided however, construction does not include the routine operation, routine repair, or routine maintenance of an existing improvement to real property.

1.7.23. Construction Manager-Agent or CMA

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>
A sole proprietorship, partnership, corporation, or other legal entity that provides consultation to HCC regarding construction, rehabilitation, alteration, or repair of the facility, and in doing so represents HCC in a fiduciary capacity.

1.7.24. Construction Manager-At-Risk or CM at Risk
A sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to HCC regarding construction during and after the design of the facility.

1.7.25. Contract
An agreement entered into by the parties for the acquisition of supplies, commodities, equipment, real or personal property, construction, architectural engineering services, or other services, or any combination thereof.

1.7.26. Contract Administration
The management of all facets of a contract to ensure the vendor’s total performance is in accordance with the contractual commitments and the vendor fulfills all obligations under the terms and conditions of the contract are fulfilled.

1.7.27. Contractor
In the context of a contract for the construction, rehabilitation, alteration, or repair of a facility means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for constructing, rehabilitating, altering, or repairing all or part of the facility at the contracted price. Otherwise, any person or business having a contract with HCC.

1.7.28. Contract Modification
Any written alteration in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provisions of an existing contract, whether accomplished in accordance with a contract provision, or by mutual agreement of the parties to the contract. It includes change orders, extra work orders, supplemental agreements, contract amendments, or reinstatements.

1.7.29. Cure Notice
A notice either oral or in writing that informs the vendor that he or she is in default and states what the vendor has to do to correct the deficiency and specifies a time period in which to correct the default. If the notice is oral it shall be confirmed in writing.

1.7.30. Day
A calendar day unless otherwise designated.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>6</td>
</tr>
</tbody>
</table>
1.7.31. Debarment
An action taken by HCC to exclude individuals or vendors from contracting with a public body for particular goods or services for specified periods of time.

1.7.32. Default
Failure of a contractor to comply with the terms and conditions of a contract.

1.7.33. Design-Build Contract
A delivery method for construction projects that combines the architectural, engineering and construction services required for a project into a single contractual agreement with a single point of contact.

1.7.34. Design-Build Firm
A partnership, corporation, or other legal entity or team that includes an engineer and/or architect and builder qualified to engage in building construction in Texas.

1.7.35. Design-Build Method
A method of procurement used for the construction, rehabilitation, alteration, or repair of a facility in which there is a single contract with a design-build firm or team for the project.

1.7.36. Design Criteria Package
A set of documents that provides sufficient information to permit a design-build firm to prepare a response to a request for qualifications and any additional information requested, including criteria for selection. The design criteria package must specify criteria HCC considers necessary to describe the project and may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirement, as applicable.

1.7.37. Determination
A written procurement decision made by a public official or employee which is based upon written findings.

1.7.38. Direct Payment
A method of purchase to expedite certain types of transactions that do not require the use of a purchase order, yet does not circumvent the State of Texas procurement requirements.
1.7.39. **Electronic Bids/Proposals**

Bids or proposals received by HCC through designated electrical, digital, magnetic, optical, electromagnetic, or similar technology in accordance with rules adopted by the HCC board of trustees that ensure the identification, security, and confidentiality of electronic bids or proposals and ensures that the electronic bids or proposals remain effectively unopened until the proper time.

1.7.40. **Emergency**

A sudden and unexpected occurrence which requires immediate action by HCC because of an imminent threat to public health or safety or a reasonably unforeseeable situation, including but not limited to, a circumstance where HCC property, equipment, a college facility, or portion of a college facility is destroyed, severely damaged, or experiences a major unforeseen operational or structural failure, and the HCC board of trustees, or designee, determines that the delay posed by using one of the applicable purchasing methods would prevent or substantially impair the conduct of classes or other essential college activities.

1.7.41. **Energy Savings Performance Contract**

A contract for energy or water conservation measures to reduce energy or water consumption or operating costs of school facilities in which the estimated savings in utility costs resulting from the measures is guaranteed to offset the cost of the measures over a specified period. The term includes a contract for the installation or implementation of:

1) insulation of a building structure and systems within the building;
2) storm windows or doors, caulking or weather stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;
3) automatic energy control systems, including computer software and technical data licenses;
4) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;
5) lighting fixtures that increase energy efficiency;
6) energy recovery systems;
7) electric systems improvements;
8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number Dated</td>
<td></td>
<td>8</td>
</tr>
</tbody>
</table>
9) water-conserving landscape irrigation equipment;
10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:
   o landscape contouring, including the use of berms, swales, and terraces; and
   o the use of soil amendments that increase the water-holding capacity of the soil, including compost;
11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;
12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;
13) equipment needed to capture water from nonconventional, alternate sources, including air conditioning condensate or gray water, for non-potable uses;
14) metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings; or
15) other energy or water conservation-related improvements or equipment, including improvements or equipment relating to renewable energy or nonconventional water sources or water reuse.

1.7.42. Engineer

An individual licensed as an engineer under Chapter 1001, Texas Occupations Code.

1.7.43. Evaluation of Bids

The process of examining a bid after opening to determine the bidder’s responsiveness to requirements, responsibility, and other characteristics of the bid relating to selection for award.

1.7.44. Extension

As applied to contracts for the performance of architect/engineer services, an extension is a change in the scope of the services to be performed by the architect/engineer by including in the contract a requirement for the performance of phases of services not previously included.

1.7.45. Facility

Real property, including buildings and associated structures and improved or unimproved land. The term does not include: highways, roads, streets, bridges,

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>9</td>
</tr>
</tbody>
</table>
utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or buildings or structures that are incidental to projects that are primarily civil engineering construction projects.

1.7.46. Fee

In the context of a contract for the construction, rehabilitation, alteration, or repair of a facility means the payment a construction manager receives for its overhead and profit in performing its services.

1.7.47. Fixed Price Contract

A contract which provides for a guaranteed and fixed vendor price under which the vendor bears the full risk of profit or loss.

1.7.48. Fund Availability

Monies that are currently credited to the System and are contained within the proper object of the expenditure.

1.7.49. General Conditions

In the context of a contract for the construction, rehabilitation, alteration, or repair of a facility means on-site management, administrative personnel, insurance, bonds, equipment, utilities, and incidental work, including minor field labor and materials.

1.7.50. Inspection

Examination and testing of goods or services to determine whether the goods or services proposed or furnished conform to contract requirements.

1.7.51. Instructional Facility

Real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code Section 28.002.

1.7.52. Interlocal Agreement

An interlocal agreement is a contract authorized by Texas Local Government Code §791.001 et seq. (the “Interlocal Cooperation Act”) between two or local governments (including a federally recognized Indian tribe in Texas listed under 25 USC §479a-1) to either study the feasibility of the performance of a governmental function or service by interlocal agreement, or to provide a governmental function or service that each party to the agreement is authorized to perform individually. In other words, it allows HCC to enter into an interlocal
agreement with another local government (or Indian tribe) to perform governmental functions and services for example, sharing or "piggy-backing" competitive solicitations issued by another local government. The HCC Board of Trustee has authorized the Chancellor to approve of contracts up to $50,000 necessary and appropriate for the ongoing operations of HCC in accordance with state law. Interlocal agreements entered into by HCC and another local governments must state the purpose, terms, rights, and duties of the contracting parties; and specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

The contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract. An interlocal contract may have a specified term of years and may be renewed. Interlocal contracts between a governmental entity and a purchasing cooperative may not be used to purchase engineering or architectural services

1.7.53. Invitation For Bids or IFB
Any documents, whether attached or incorporated by reference, used for soliciting bids by the competitive bidding procurement method.

1.7.54. Invitation For Proposals or IFP
Any documents, whether attached or incorporated by reference, used for soliciting proposals by the competitive sealed proposal procurement method.

1.7.55. Invoice
A contractor’s/vendor’s written request for payment for supplies, goods, commodities, services, maintenance, construction or other similar services performed or provided.

1.7.56. Late Bid or Proposal
A bid or proposal received at the place designated in the solicitation after the deadline established in the solicitation.

1.7.57. Lease
A contract for the use of personal property for a period of time in return for a specified compensation

1.7.58. Library Goods and Services
As used in Texas Education Code, Chapter 44, for purposes of excepting out "library goods and services" from the requirements of Chapter 44, the term means:

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>11</td>
</tr>
</tbody>
</table>
• Serial and journal subscriptions, including electronic databases, digital content, and information products;
• Other library materials and resources, including books, e-books, and media not available under a statewide contract and papers;
• Library services, including periodical jobber and binding services not available under a statewide contract;
• Equipment and supplies specific to the storage and access of library content; and
• Library or resource-sharing programs operated by the Texas State Library and Archives Commission.

1.7.59. Maintenance
Any work necessary for the continued operation or upkeep of a facility, structure, building, grounds, or building system, not included within the definition of construction.

1.7.60. May
Denote the permissive.

1.7.61. Multiple Award
The award of contracts to more than one vendor when the terms and conditions of solicitation allow for such an award.

1.7.62. Negotiation
A bargaining process between two or more parties to reach a mutually satisfactory agreement, contract or settlement.

1.7.63. Notice of Award
A notification that a contract has been awarded.

1.7.64. Option
The unilateral right of HCC under a contract to: extend the contract for an additional period of time; purchase delineated additional goods or labor; or to purchase materials or facilities that have been leased.

1.7.65. Payment Bond
A bond required from a contractor before beginning the work in a situation where HCC makes a public work contract for constructing, altering, demolishing or repairing a public building and the contract amount is in excess of $25,000. The purpose of the payment bond is to ensure fulfillment of the contractor’s obligation.
to pay all persons supplying labor or materials in the performance of the work provided for in the contract, and it shall be executed in the amount of the contract solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. A payment bond is not required for, and may not provide coverage for, the portion of a design-build contract that includes design services only. The bond shall be executed by a corporate surety in accordance with Insurance Code 7.19-1 and shall comply with all requirements of Texas Government Code §§ 2253.021 et seq. (commonly referred to as “The MacGregor Act”).

1.7.66. Performance Bond

A bond required from a contractor before beginning the work for the full amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents in a situation where HCC makes a public work contract for constructing, altering, demolishing or repairing a public building and the contract amount is in excess of $100,000. The bond is solely for the protection of HCC. The purpose of the bond is to protect HCC from loss due to a contractor’s inability to complete the contract in accordance with its terms and conditions. A performance bond is not required for, and may not provide coverage for, the portion of a design-build contract that includes design services only. The bond shall be executed by a corporate surety in accordance with Insurance Code 7.19-1 and shall comply with all requirements of Texas Government Code §§ 2253.021 et seq. (commonly referred to as “The MacGregor Act”).

1.7.67. Person

Includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the school district requiring approval by the board.

1.7.68. Pre-bid/Proposal Conference

A conference conducted by Procurement Operations for the benefit of those wishing to submit a bid or proposal for services or supplies required by HCC held in order to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

1.7.69. Price Analysis

An examination of a vendor’s price by comparison to other prices for like goods or services or comparison to other price benchmarks.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>13</td>
</tr>
</tbody>
</table>
1.7.70. **Processed**
Canning, freezing, drying, juicing, preserving, or any other act that changes the form of a good from its natural state to another form.

1.7.71. **Procurement**
All functions that pertain to the process of buying, leasing as lessee, purchasing, or otherwise obtaining any supplies, goods, services, construction, architectural services, engineering services, or services provided under an energy performance contract, including description of requirements, selection criteria, and solicitation of sources, preparation and award of contract, an all phases of contract administration.

1.7.72. **Proposal**
A written response to a request for proposals issued by Procurement Operations to obtain goods or services.

1.7.73. **Proprietary Information**
Information in bids or proposals to which a vendor claims ownership or exclusive rights and which is protected from disclosure in accordance with the Texas Public Information Act as determined by the Attorney General of Texas.

1.7.74. **Protest**
A formal written complaint relating to the solicitation or award of a procurement contract.

1.7.75. **Public Notice**
A written notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received and opened, which is published in the county in which HCC’s central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications, provided that in a two-step procurement process, the time and place where the second step bids, proposals, or responses will be received are not required to be published separately.

1.7.76. **Purchase**
The act of buying, or that which has been bought.

1.7.77. **Purchase Order or PO**
A document issued by HCC authorizing a procurement from a vendor. If issued in acceptance of a bid or proposal, the document is an “acceptance” and forms a contract upon issuance. If issued not in acceptance of a bid or proposal, a
contract is formed upon acceptance by the vendor. Acceptance is evidenced by any reasonable manner in light of the circumstances including prompt shipment or prompt promise to ship or definite expression or written confirmation sent by the vendor within a reasonable time.

1.7.78. Purchasing Laws

The laws that govern HCC purchasing include the following:

- Purchasing and Contracting Authority, (TEX. LOC. GOV’T CODE, ch. 271) (to the extent applicable)
- Competitive Bid Method in a Construction Contract (in addition to other applicable statutes, TEX. LOC. GOV’T CODE § 271.026, 271.027 and 271.0275)
- Public Property Finance Act, (TEX. LOC. GOV’T CODE ANN., ch. 271, subch. A)
- State Contract, (TEX. LOC. GOV’T CODE ANN., § 271.081-3)
- Multiple Award Contract Schedule, (TEX. GOV’T CODE ANN., ch. 2157, subch. I)
- State Catalogue, (TEX. GOV’T CODE ANN., ch. 2157)
- Services and Products of Severely Disabled, (TEX. HUM. RES. CODE ANN., § 122.014)
- Interagency Cooperation Act, (TEX. GOV’T CODE ANN., ch 771)
- Interlocal Cooperation Agreement, (TEX. GOV’T CODE ANN., ch. 791)
- Prompt Payment Act, (TEX. GOV’T CODE ANN., ch. 2251)
- Bidders from other States and 5% Retainage, (TEX. GOV’T CODE ANN., ch. 2252)
- Public Works Performance and Payment Bonds, (TEX. GOV’T CODE ANN., ch. 2253)
- Professional Services Procurement Act, (TEX. GOV’T CODE ANN., ch. 2254, subch. A)
- Required Nepotism Disclosures, (TEX. GOV’T CODE ANN., § 2262.004)
• Disclosure of Certain Relationships with Local Government Officers, (TEX. LOC. GOVT CODE ANN., ch. 176)
• Wage Rate for Construction Projects, (TEX. REV. CIV. STAT. ANN., Art. 5159a)
• Sales Tax Exemption for Governmental Entities (TEX. TAX CODE ANN. § 151.309)
• Preference for Recycled Products (TEX. HEALTH & SAFETY CODE § 361.426)
• Imported Milk (TEX. HEALTH & SAFETY CODE ch. 435, subch. B)
• Purchase of Imported Beef by State Agencies and Political Subdivisions (TEX. AG. CODE ch. 150, subch. B)
• Worker’s Compensation Compliance (Workers Compensation Rule 110.110)

1.7.79. Request For Proposals or RFP
A method of procurement used for soliciting written proposals for services, other than construction services (except that RFP may be used when selecting a construction manager-at-risk in a one-step process and for job order contracts).

1.7.80. Request for Qualifications or RFQ
A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act, and for other professionals if HCC chooses to use the RFQ process to procure their services.

1.7.81. Requestor
The HCC department or office requesting that certain items be purchased through the Procurement Operations Department.

1.7.82. Responsible Bidder
A vendor who is fully capable of meeting all requirements of the solicitation and subsequent contract, and who possesses the full capability (including financial and technical) to perform as contractually required.

1.7.83. Responsive
A bid or proposal submitted in response to an invitation for bids/proposals that conforms in all material respects to the requirements contained in the solicitation.

1.7.84. Separate Purchases

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number [Effective] Dated</td>
<td></td>
<td></td>
<td>16</td>
</tr>
</tbody>
</table>
1.7.85. **Sequential Purchases**

Purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

1.7.86. **Services**

The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to the professional, personal, and or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the work provided is associated with the provision of expertise or labor, or both.

1.7.87. **Shall**

Denotes the imperative.

1.7.88. **Signature**

A manual or electronic unique identifier, or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same force and effect as a manual signature.

1.7.89. **Small Business**

A business that is independently owned and operated and which is not dominant in its field of operation and which meets size standard set forth in 13 CFR, Part 121. A business is automatically eligible if it has a valid and current certification as a Small Business Administration (8a) Firm, Historically Underutilized Businesses, or Minority and Disadvantaged Business Enterprises, issued by:

- U.S. Small Business Administration;
- The State of Texas;
- City Of Houston;
- Metropolitan Transit Authority of Harris County;
- Texas Department of Transportation; or
- Any other entity authorized to issue such certifications, such as North Central Texas Regional Certification Agency and state agencies.

1.7.90. **Sole Source Item or Service**

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number [Effective] Dated</td>
<td></td>
<td></td>
<td>17</td>
</tr>
</tbody>
</table>
An item that is available from only one source, including: an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service, including electricity, gas, or water; and a captive replacement part or component for equipment. However, an item is not a sole source item if it is mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

1.7.91. Solicitation

Invitation for Bids, Invitation for Proposals, Request for Proposals, or any other method or instrument used to communicate to potential bidders/offerors that HCC has a particular procurement need.

1.7.92. Specifications

A concise description of a good or service that an entity seeks to buy and the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection, or preparing any item for delivery, or preparing or installing it for use. The specification is the total description of the item or services to be purchased.

1.7.93. Standard Terms and Conditions

Standard clauses and requirements incorporated into all solicitations and resulting contracts which are derived from law, regulation, ordinance, and/or HCC policy and/or administrative procedures.

1.7.94. State Contract

A method of procurement established in accordance with Local Government Code Chapter 271 Subchapter D, State Cooperation in Local Purchasing Programs, whereby HCC may, through the adoption of a resolution by the HCC Board of Trustees, participate in procurements for goods made through the State of Texas via the Texas Building and Procurement Commission (TBPC). State Cooperating in Local Purchasing Programs are compliant with state law requiring HCC to seek competitive bids for the purchase of an item.

1.7.95. Substitution

An item of equipment, material, or supply for which the quality, design, and/or performance characteristics are less than fully equal to an item specified in a solicitation. Whether a substitution will be accepted as “equal” is determined by the Executive Director of Procurement Operations.

1.7.96. Vendor

A person or business who desires to enter into a contract with HCC.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective) Dated</td>
<td></td>
<td>18</td>
</tr>
</tbody>
</table>
1.8. Public Access to Procurement Information

Procurement information shall be a public record, but only to the extent provided in the Texas Public Information Act, Government Code 552.001 et seq. ("TPIA"). Requests for procurement information will be handled in accordance with, and subject to, the TPIA.

1.9. Small Business Development Program

1.9.1. Purpose

The HCC Small Business Development Program (the “Program” and/or “SBDP”) will provide better value in procurement efforts because it will foster competition and help avoid discrimination. It will increase procurement opportunities for small businesses, underutilized businesses and disadvantaged businesses.

1.9.2. Eligibility

A “Small Business” is eligible for the Program if it is a business “that is independently owned and operated and which is not dominant in its field of operation and which meets size standard set forth in 13 CFR, Part 121.” Whether or not a business is eligible will vary from one industry to the next to the extent necessary to properly reflect industry differences. A business’ eligibility will be determined by the Executive Director of Procurement Operations.

A business is automatically eligible if it has a valid and current certification as a Small Business Administration (8a) Firm, Historically Underutilized Businesses, or Minority and Disadvantaged Business Enterprises, issued by:

- U.S. Small Business Administration;
- The State of Texas;
- City Of Houston;
- Metropolitan Transit Authority of Harris County;
- Texas Department of Transportation; or
- Any other entity authorized to issue such certifications within the Greater Houston region.

Certifications must be updated every three years.

1.9.3. Goals

The goals of the Program are based on providing opportunities for Small Businesses to learn new skills and technology and access adequate resources, to enable them to grow and compete effectively as prime contractors and consultants. Additionally, HCC will set subcontract/subconsultant goals for the
participation of Small Businesses on contracts of $100,000 or more, when reasonable as determined by HCC.

Through marketing and outreach efforts, HCC will attempt to include and encourage all segments of the business community to compete and participate in procurement activities. The educational and technical assistance efforts will ensure that vendors, contractors, and consultants in the SBDP will provide effective and quality delivery of commodities, projects, and services.

HCC has established the following goals for Small Business participation by industry category:

- Construction 35%
- Professional Services 25%
- Commodities 25%

The construction projections are derived from actual experience of other governmental entities with small business participation in construction. For other industries the goal is derived from the availability of DBE and HUB firms and factors in other small businesses. In the event there are limited firms available for a given commodity, a Best Effort goal may be established to allow maximum competition while affording the vendor community to propose their maximum Small Business sub-contracting participation goal.

1.9.4. Objectives/Activities

HCC will initiate outreach events to inform small business vendors of upcoming procurement opportunities. HCC will seek out networks representing Small Businesses. HCC procurement outreach efforts will not exclude businesses that are not included in the definition listed above.

HCC will recognize certifications issued by the State of Texas, Metropolitan Transit Authority of Harris County, City of Houston and any other entity authorized to issue such certifications that indicate the vendor as a Small Business within the Greater Houston region. HCC will establish an annual goal for small business participation in each designated industry or trade group based on anticipated procurements and vendor participation. Such firms will be referenced as SBDP firms.

HCC will sponsor informational and technical assistance workshops and continuing education programs to ensure that SBDP firms can compete as prime contractors/consultants, subcontractors/subconsultants. HCC will provide advance information consistent with effective contracting practices so that Small Business vendors understand the general and technical requirement of upcoming procurements.
HCC will review and design procurements to encourage the participation of Small Businesses by requiring when reasonable that contractors, professional and general services firms, and suppliers make good faith efforts to subcontract work to small businesses. Subcontract goals set by HCC will not exceed 35% on any subcontract for any designated industry or trade group. Contractors may exceed the goal provided they maintain management control of the contract. HCC will establish incentives for contractors or consultants who meet the subcontract requirement such as accelerated initial payments, and prompt processing of payments.

HCC will, when appropriate to achieve best value for the System, size and aggregate contracts to allow Small Businesses an opportunity to compete for prime contracts.

HCC will develop and implement a mentor program and to the extent possible make protégé opportunities available to Small Businesses enrolled in its e-Center grant funded program.

HCC Small Business Development program staff will provide a semi-annual report on the participation of Small Businesses, outreach activities and related key measures of effect of the Program.

The Program will be managed by Procurement Operations. The Program will:

- Provide a small business outreach program that will strive to increase procurement opportunities with small, disadvantaged and underutilized businesses;
- Require that contractors make good faith efforts to utilize small business subcontractors;
- Subcontract requirements will vary per contract based on the type of industry and will not exceed 35%;
- Provide technical assistance and design procurements that encourage the participation of small, underutilized and disadvantaged businesses; and
- Achieve an average small business participation goal of thirty-five percent (35%). The goal may vary from year to year and vary from industry to industry based on the type of goods and services procured;
- Include effectiveness measurements and a semi-annual report to the Board of Trustees regarding small business participation, outreach activities and related key measurements of effectiveness.

### 1.9.5. Responsibility

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>21</td>
</tr>
</tbody>
</table>
HCC will rely primarily on the Chancellor, College Presidents, Vice Chancellors, Directors and Managers to ensure that HCC makes good faith efforts to include Small Businesses in all procurements and contracting opportunities. This will be accomplished by ensuring that all staff that has purchasing responsibilities are properly trained and consistently follow HCC procedures.

Procurement Operations will assume responsibility for administering the Program. This includes outreach, internal and external training, goal setting, review and comment of procurement design, monitoring of procedures, performance and contractual obligations to Small Business, monitoring of selection process, validation of certification, capacity building and development of reports.

Procurement Operations will maintain the vendor database, develop and issue the Request for Proposals (RFP), Invitation for Bids (IFB), Invitation for Proposals (IFP), and/or Request for Qualifications (RFQ). Procurement Operations will administer the committee appointments and selection procedures applicable to RFP’s and RFQ’s on purchases of over $50,000. Selection committees will represent various levels of expertise (i.e., users, management, field experts, and if necessary external sources). Procurement Operations will ensure that all HCC employees are informed of the best practices in regard to procurement and the utilization of Small Businesses.

1.9.6. Selection Methods

1.9.6.1. Construction and Competitively Bid Services

Selection of construction contractors and other competitive bids will be based on the state prescribed methods as referenced in subchapter B of the Texas Education Code and HCC’s Board Policies and Administrative Procedures, and other applicable laws. To ensure that Small Businesses can participate in HCC contracts and other procurement opportunities the SBDP will implement the following actions:

Prime Contracts:

- Prepare and distribute information and target SBDP networks;
- Divide or batch proposed work into reasonable lots;
- Assess insurance, bonding and financing requirements and establish such requirements when reasonable to allow more Small Businesses to compete on a solicitation;
- Ensure specifications, terms and conditions reflect actual requirements and do not impose unreasonable requirements;
• Require that a prime contractor must perform a minimum of 30% of the contract with its own labor force and or demonstrate management control of the contract to the satisfaction of HCC;
• For purchase of commodities, HCC will work with manufacturers to identify SBDP eligible distributors, and servicing providers.

Subcontracts:
• Require that awards equal to or greater than $100,000 shall include Small Business Subcontracting goals when reasonable;
• Require contractors to make good faith efforts to secure SBDP firms as subcontractor;
• Provide incentives to encourage the use of subcontractors;
• Two-week turn around on invoices submitted for payment;
• No subcontractor will perform a higher percentage of work than a prime.

Required Documentation:
• IFB (or other solicitation), Instruction to Bidders on SBDP indicating subcontract goal;
• Determination of good faith efforts;
• Assurance of SBDP goal;
• Nondiscrimination Statement;
• Small Business Unavailability;
• Contractor and first tier subcontractor participation;
• Subcontractor/subconsultant/supplier payment certification.

Administrative Strategies:
To ensure that SBDP firms can participate in the Program as prime contractors and as subcontractors HCC will implement the following procedures:
• Allow sufficient advance notice, 30 days (except in emergency cases) on IFB’s and other solicitation methods to ensure adequate response time and encourage responsive proposals, bids;
• Specify reasonable and realistic delivery schedules consistent with HCC actual requirements;
• Provide proposers and bidders with a vendor directory;
• Encourage the formation of teams, mentor protégé relationships, and sponsor networking events between established large firms and SBDP firms to allow SBDP firms to gain experience;

• Assist prime consultants in identifying subcontractors and micro-businesses;

• Provide information to SBDP’s on upcoming procurements, specifications, procurement policies, procedures and general proposal, bid requirements;

• Establish prorated billing, prompt payment and accelerated payment for mobilization/startup costs, when feasible to minimize cash flow payments;

• Use the least complicated and very clear IFB’s and other solicitations, including the contact persons, how to obtain plans, specifications, contract expectations and implementation procedures;

• Conduct informational and technical assistance workshops to SBDP firms;

• Provide information to SBDP firms on how to access bids and specifications on line and where to access on line resources;

• Process and validate certifications as expeditiously as possible on proposed subcontractors so as not to delay selection method;

• Encourage SBDP firms to participate in pre-bid conferences.

1.9.6.2. Professional and General Services

Selection of professional services and general services will rely primarily on the Request For Qualifications (RFQ), Request for Proposals (RFP’s), to be evaluated by HCC teams and will follow the applicable state prescribed methods as referenced in Subchapter B of the Texas Education Code, Texas Government Code Sections 2254.001 and HCC’s Policies and Procedures, and other applicable law.

To ensure that Small Businesses can participate in HCC contracts and other procurement opportunities as prime consultants and subconsultants the SBDP will implement the following actions:

Prime Contracts:

• Prepare and distribute information and target SBDP networks;

• Divide or batch proposed work into reasonable lots;

• Assess insurance, bonding and financing requirements and establish such requirements when reasonable to allow more small businesses to perform the work;
• Ensure specifications, terms and conditions reflect actual requirements and do not impose unreasonable requirements;

• Require that a prime contractor must perform a minimum of 30% of the contract with its own labor force and or demonstrate management control of the contract to the satisfaction of HCC.

Subcontracts:

• Require that awards equal to or greater than $100,000 shall include small business subcontracting goals when reasonable (as determined by HCC);

• Require consultants to make good faith efforts to secure SBDP firms as subcontractors;

• Provide incentives to encourage the use of subcontractors;

• Two-week turn around on invoices submitted for payment;

• No subcontractor will perform a higher percentage of work than a prime;

• Recognize and negotiate fees associated with using sub-consultants under the SBDP.

Required Documentation

• RFP/RFQ, Instruction to Proposers on SBDP (indicates subcontract goal);

• Determination of good faith efforts;

• Assurance of SBDP goal;

• Nondiscrimination Statement;

• Small Business Unavailability.

1.9.7. Implementation of HCC SBDP Goal

HCC will make efforts to use SBDP businesses as prime contractors/consultants, and subcontractors/subconsultants in accordance with the Program. HCC will actively seek and encourage eligible SBDP firms to register in the HCC Vendor Directory and encourage prime contractors and consultants to use firms listed in the directory as subcontractors/subconsultants.

HCC will continuously update, recruit and maintain current the Vendor Database to ensure that Small Businesses are represented and that they have access to resources to compete effectively.

HCC staff will work closely with prime contractors and consultants to ensure that SBDP firms can perform effectively as subcontractors/subconsultants, including accessing resources, technical assistance and mediating.
1.9.7.1. Good Faith Efforts

The contractor/consultant states whether it is a certified SBDP and/or whether they will use subcontractors, subconsultants to perform the contract. The contractor/consultant will submit a completed form indicating work to be performed by SBDP firms, prime and subs.

A firm that fails to meet the subcontract goal must demonstrate good faith efforts by taking the following actions:

- To the extent consistent with industry practices divide the contract into reasonable lots;
- Notify SBDP and SBDP eligible firms of subcontract/subconsultant opportunities or post notices of such opportunities in newspapers and other circulars;
- Use the HCC Vendor Directory and send notices to a minimum of five (5) relevant SBDP sources.

The prime contractor/consultant who is awarded a contract shall maintain records and submit a report to HCC at the end of the contract and as requested by HCC.

The prime contractor/consultant will document reasons for rejecting a firm that proposes or bids on sub work.

If necessary, HCC Procurement Operations staff will make final determination whether or not a contractor, consultant met the good faith effort criteria to include SBDP firms as part of a contract.

All contractor/consultants awarded a contract must comply with all contract requirements, representations and assurances submitted as part of their bid, proposal or qualifications statements. Bidders who repeatedly breach public contracts and who fail to meet the contract goals, or who misrepresent their commitments, may be terminated from a contract or disqualified from bidding or soliciting future contracts as determined by the Board of Trustees.

1.9.7.2. Non-discrimination

In implementing the SBDP, HCC will enforce and abide by its non-discrimination policy. Firms determined to have violated this guideline may be terminated from their contract or disqualified from future procurements as determined by the Board of Trustees. Firm’s awarded contracts shall submit a statement of non-discrimination.

HCC’s SBDP does not propose participation goals by minority or women owned businesses, nor will it use minority or women owned status as selection criteria. For purposes of reporting to public agencies or other entities, HCC may request...
such information from a contractor. Such requests are not to be construed as a condition of performance or criteria for selection.

1.9.7.3. Capacity Building

HCC wants to ensure that SBDP firms are not competitively disadvantaged because of size, lack of resources and information. Through the SBDP, HCC will effectively engage qualified vendors who can deliver a quality product. HCC will implement capacity building strategies to realize the following objectives:

- Identify, educate and assist Small Businesses in order to increase their successful participation in procurement opportunities with HCC;
- Provide opportunities to increase the number and value of contracts and purchases awarded to Small Businesses and, thereby, provide the best value for HCC, support economic growth and new business opportunity in our area;
- Through outreach, technical assistance, and educational seminars, the Program will provide information and assistance to SBDP firms to enable them to participate with HCC and with other public and private entities;
- HCC SBDP will identify procurement and mentor opportunities for micro-businesses (very small, self-employed and/or home-based) recruited through the e-Center grant funded program.

1.9.7.4. Technical Assistance and Educational Workshops

In addition to outreach efforts, HCC will offer technical assistance workshops by contracting for specific training or partnering with other organizations that offer similar training such as the University of Houston Small Business Development Center, professional societies, trade associations, and other organizations in our area.

If specific training is not available for program participants, the HCC Contract Training Continuing Education programs will develop such training and education as necessary through customized seminars, Continuing Education Unit courses, other certifications, workshops and debriefing.

1.9.7.5. Mentor Program

A networking and mentorship program specifically for micro-businesses will be developed and implemented. Firms will be recruited through specific outreach events, and by collaborating with other local and national small business programs.

1.9.7.6. Micro-Business
Emerging businesses enrolled in HCC e-Center grant funded program will benefit from special efforts made to ensure they will have opportunities to enroll in the SBDP and are included in the Vendor Directory. Specific training and mentoring program will be made available to those businesses enrolled in this project.

1.9.7.7. Promotion and Outreach

SBDP staff will publicize, promote and market opportunities to all firms. Through the SBDP particular emphasis will be made in marketing procurement information and opportunities to Small Businesses.

HCC will develop and implement marketing strategies that support and expand the Programs through:

- Conferences
- Trade shows
- Seminars and workshops, as well as all corresponding marketing materials and collateral products.

HCC will organize or participate in special events to inform, receive input and interact with small businesses, underutilized and disadvantaged business concerns regarding specific HCC projects and procurement opportunities. HCC will make efforts to identify and support programs that will assist them in their expansion and profitability.

In order to recruit firms to register as vendors in HCC Vendor Directory, HCC will:

- Develop materials to inform Houston's vendor community about current and upcoming business opportunities;
- Develop and promote Quarterly Vendor Forums;
- Participate in local special events;
- Participate in local business organizations and trade associations events and training workshops and seminars;
- Sponsor, co-sponsor, host special events and appropriate training workshops and seminars;
- Develop and maintain an appropriate interactive website;
- Assist businesses with, and promote, the use of technology to improve and increase business profitability.

1.9.7.8. Incentives for Using Subcontractors/Subconsultants
To encourage vendors to utilize subcontractors HCC may (depending on the circumstance) initiate the following incentives:

- Accelerated payments for mobilization or start-costs
- Negotiated administrative fees for professional services contracts
- Establish a working relationship with banks, surety companies and other finance institutions interested in participating in the Program
- Prompt payment provisions for contractors who subcontract with SBDP firms
- Business incentive included but not limited to a negotiated fee for participating in mentorship-protégé, micro-business program
- Reduced or waiver of fees for participating in Continuing Education Programs

Once a firm is no longer eligible for certification by the certifying entities, then the incentives will no longer be applicable.

1.9.7.9. Accountability Measures

The effectiveness of the Program will be measured by a review and of data indicating prime and subcontract awards to Small Businesses. Program effectiveness measurements will also include efforts (capacity building) by HCC staff to provide prime contract opportunities for Small Businesses and procurement and contract opportunities for micro-businesses. The SBDP staff will prepare a report on the utilization of Small Business firms. Procurement Operations will maintain contract information files relating to the use of Small Businesses including information regarding subcontractors/subconsultants and attainment of subcontract goal.

At the end of each contract a prime contractor/consultant will submit a report on the use and payment to subcontractors/subconsultants and other vendors. Contractors, consultants who request incentives for using subcontractors/subconsultants, will document that payments meet the prompt payment conditions. Failure to meet the conditions for the incentives will be cause for termination of the incentive provisions.

HCC will maintain records indicating the following:

- Awards to small businesses including names of contractors, subcontractors or consultants, subconsultants, the nature of the work performed and participation rate of SBDP firms per contract.
• Specific efforts to identify and solicit participation of Small Businesses, in workshops, training programs, technical assistance, pre-proposal, pre-bid conference, and other procurement activity.

• Requests for assistance from Small Businesses interested in doing business with HCC (i.e., acquiring insurance, bonding and financing from businesses actively participating in contracts or other purchasing activity).

1.10. Green Procurement

HCC will strive to procure environmentally preferable products and services where criteria have been established by governmental or other widely recognized authorities (e.g., Energy Star, EPA Eco Purchasing Guidelines).

HCC will integrate environmental factors into HCC’s buying decisions where external authorities have not established criteria. Examples:

• replacing disposables with reusables or recyclables;

• supporting eco-labeling practices by buying products bearing such labels in preference to others, where they are available and provide value for money;

• taking into account life cycle costs and benefits;

• evaluating, as appropriate, the environmental performance of vendors in providing products and services;

HCC will raise staff awareness on the environmental issues affecting procurement by providing relevant information and training;

HCC will encourage suppliers and contractors to offer environmentally preferable products and services at competitive prices;

HCC will encourage providers of services to consider environmental impacts of service delivery.

HCC will comply with all environmental legislative and regulatory requirements in the procurement of products and services.

Nothing in these guidelines shall be construed as requiring a HCC, a department, agency or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.
ARTICLE 2.  ORGANIZATION

2.1. Houston Community College

The HCC Organizational Chart is included to more fully understand the authorization and approval process required for procurements in HCC. The chart is included as Appendix 2.1.

2.2. Procurement Operations Department

The portion of the HCC Organizational Chart that includes the breakdown of the Procurement Operations Department is included to more fully understand the authorization and approval process required for procurements in HCC. The chart is included as Appendix 2.2.
ARTICLE 3. PROCUREMENT STANDARDS

3.1. Ethics

It is imperative that the HCC family (trustees and employees) refrain from directly or indirectly accepting for themselves, or for another, any gift, favor, or item (tangible or intangible) that provides a personal benefit from a person, or firm that does business, or seeks to do business with HCC that exceeds $50 in value. It is highly recommended that the HCC family follow the principals and standards of ethical supply management defined by the Institute of Supply Management (formally known as the National Association of Purchasing Management). The principles are as follows:

1) Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.

2) Demonstrate loyalty to the employer by diligently following the lawful instructions of the employer, using reasonable care and granted authority.

3) Avoid any personal business or professional activity that would create a conflict between personal interests and the interests of the employer.

4) Avoid soliciting or accepting money, loans, credits, or preferential discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence supply management decisions.

5) Handle confidential or proprietary information with due care and proper consideration of ethical, legal ramifications, and governmental regulations.

6) Promote positive supplier relationships through courtesy and impartiality.

7) Avoid improper reciprocal agreements.

8) Know and obey the letter and spirit of laws applicable to supply management.

9) Encourage support for small, disadvantaged, and minority-owned businesses.

10) Acquire and maintain professional competence.

If you are aware of any ethical violations as it relates to Procurement, Contracting, or Vendor Relationships, please notify the HCC Office of the General Counsel (713) 718-7514.
3.2. Conflict of Interest

No HCC employee shall accept or solicit, directly or indirectly, for themselves, or for another, any gift, favor, or item (tangible or intangible) that provides a personal benefit from a person, or firm that does business, or seeks to do business with HCC that exceeds $50 in value.

Employees who exercise discretion in the procurement process shall recuse themselves from any matter involving an entity in which the employee or a person to whom the HCC employee is related within the first degree of consanguinity or the first degree of affinity holds a “substantial interest.”

For purposes of this procedure, a person has a “substantial interest” in a business entity if any of the following is the case:

1. The person owns at least:
   a. Ten percent of the voting stock or shares of the business entity; or
   b. Either ten percent or $15,000 of the fair market value of the business entity.

2. Funds received by the person from the business entity exceed ten percent of the person’s gross income for the previous year.

For purposes of this procedure, a person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more.

3.3. Blackout Periods

No HCC trustee and no Vendor shall communicate in any way concerning any Solicitation that is pending from the day it is first advertised through the day the contract documents are signed by all parties. This period is the “Blackout Period.” 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 these procedures with respect to their conduct as public officials involved in the procurement process. With regard to a vendor, violation of the Blackout Period is grounds for disqualification from a pending Solicitation and from any future Solicitations with HCC.
3.4. Violation of Ethical Standards

3.4.1. HCC Board of Trustees
The HCC Board of Trustees is subject to all federal and state laws and regulations, local ordinances, board policies and these procedures with respect to their conduct as public officials involved in the procurement process. Each trustee is individually responsible for adhering to such laws, regulations, ordinances, policies and procedures. If HCC has reasonable suspicion that a crime may have been committed related to procurement, HCC shall report the evidence to the appropriate law enforcement agency or agencies for investigation and prosecution.

3.4.2. HCC Employees
Any HCC employee who violates any of the ethical standards stated in these procedures is subject to disciplinary action up to and including termination of employment. If HCC has reasonable suspicion that a crime may have been committed related to procurement, HCC shall report the evidence to the appropriate law enforcement agency or agencies for investigation and prosecution.

3.4.3. Vendors
Any Vendor who violates any of the ethical standards stated in these procedures is subject to disbarment and is subject to disqualification from future procurement solicitations. If HCC has reasonable suspicion that a crime may have been committed related to procurement, HCC shall report the evidence to the appropriate law enforcement agency or agencies for investigation and prosecution.

3.4.4. Collusion
Collusion is unethical and is expressly prohibited. Any HCC employee who suspects collusion shall report the suspicion to the Executive Director of Procurement Operations, who will investigate the matter. If HCC has reasonable suspicion that a crime may have been committed related to procurement, HCC shall report the evidence to the appropriate law enforcement agency or agencies for investigation and prosecution. All HCC employees shall be mindful of the possibility of collusion and should be familiar with and use the following guidelines to detect collusion in procurement at HCC:

3.4.4.1. Checklist for Possible Collusion
This is a list of red flags. None of these indicators, individually or in combination, prove collusion. Rather, they identify situations which may justify further inquiry to discover whether collusion has occurred.
• **Conditions Favorable to Collusion**
  Certain market conditions increase the likelihood of collusion. Pay close attention to bids and bidding patterns under the following market conditions:

  o A small number of vendors dominate the market. The fewer the vendors, the easier it is to get everyone on the same page.

  o Tight specifications mandate no easy substitution of product. Fewer products make it easier for the vendors to coordinate.

  o The bids are for a standardized product. Fewer variables in terms of design, quality or service, make it easier to reach a common pricing scheme.

  o There are frequent, repetitive bids for specific goods. The more frequent the bids the more opportunity the vendors have to become familiar with each other.

  o Competitors regularly socialize with each other, through personal connections or trade associations.

  o Competitors regularly get together in the vicinity of procurement offices shortly before filing deadlines.

  o There is industry-wide resale price maintenance. Each manufacturer sets the price at which all of its distributors or resellers must sell the product to their customers. This could help manufacturers enforce collusion at the manufacturing level.

• **Suspicious Statements or Behavior**
  Sometimes vendors’ behavior or the circumstances under which bids are submitted can create suspicion of collusion. Pay close attention to bids and bidding patterns if you see any of the following:

  • There are irregularities (e.g., identical calculation errors) in the physical appearance of the proposals or in the method of their submission (e.g., use of identical forms or stationery), suggesting that competitors had copied, discussed, or planned one another’s bids or proposals. If the bids are obtained by mail, there are similarities of postmark or post metering machine marks.
• A vendor requests a bid package for itself and a competitor, or submits both its bid and that of a competitor.

• Two or more competitors file a “joint bid,” even though at least one of the competitors could have bid on its own.

• A vendor submits a bid when it is incapable of successfully performing the contract (This is likely a complimentary bid).

• A vendor brings multiple bids to a bid opening and submits its bid only after determining (or trying to determine) who else is bidding.

• A bidder or salesperson makes a suspicious statement, such as:
  
  o A reference to industry-wide price schedules;
  o A comment indicating advance knowledge of competitor's bid/price;
  o A statement that a particular contract “belongs” to a certain vendor;
  o A reference to a “complementary,” “courtesy,” “token,” or “cover” bid;
  o Any other statement indicating competitors may have discussed prices/bids.

• **Suspicious Bidding or Pricing Patterns**
  Certain bidding or pricing patterns appear inconsistent with operation of the free market and warrant further investigation:

  • Some bids are much higher than published price lists, previous bids by the same firms, or engineering cost estimates. This could indicate complementary bids.

  • Vendors who would be expected to submit bids do not do so. This could indicate an agreement to withhold bids.

  • Certain vendors never bid against each other.

  • Certain vendors bid frequently but never (or almost never) win.

  • There is a consistent percent margin (e.g., 10%) between the winning bid and the second bidder.
• The same vendor has been the low/high bidder on successive occasions over a period of time without any apparent market advantage/disadvantage to account for the bid.

• A certain vendor appears to be bidding substantially higher on some bids than on other bids, with no logical cost difference to account for the difference.

• A bidder uses uniform shipping charges in various bids. Vendors would ordinarily be expected to charge less for shipping locally than to a distant site, absent an agreement.

• A local vendor charges more for delivery than a distant vendor. This is counter-intuitive and could indicate that the local vendor has submitted a complimentary bid.

• An apparent pattern of low bids appears, such as corporation “X” always winning a bid in a certain geographic area for a particular service, or in a fixed rotation with other bidders.

• A successful bidder subcontracts to:
  o a vendor that won the bid but then withdrew,
  o vendor(s) that could/should have bid (e.g., picked up packets) but did not, or
  o vendor(s) that repeatedly submitted higher bids.

• Competitors submit identical bids or frequently change prices at about the same time and to the same extent.

• Bid prices appear to drop whenever a new or infrequent bidder submits a bid.

3.5. **Procurement Process Generally**

For the process to work smoothly, coordination among many HCC departments and offices is necessary. To avoid delays in the process and comply with HCC policy and procedures and the law, user departments should remember the following:
3.5.1. Illegal Strategies
Do not use purchasing strategies to avoid competition. Strategies that are prohibited by law include: component purchases (purchasing components that would normally be purchased as a whole); separate purchases (purchasing items separately in a series of purchases that normally would be purchased as a single purchase); and sequential purchases (purchases made over a period of time, or from different funding sources that normally would be one purchase). According to Texas Education Code §44.032, making any one of these three types of purchases may be a Class B or C Misdemeanor and subjects employees to disciplinary action, up to and including termination of employment.

3.5.2. Unethical Conduct/Conflict of Interest
Avoid activities and behaviors that are unethical and create a conflict of interest or the perception of a conflict of interest. Examples of activities that are inappropriate include: soliciting or accepting gratuities of any kind (e.g. money, loans, gifts, favors) that exceed $50 from present or potential contractors which might influence or appear to influence a purchasing decision; failing to disclose in writing to the Director of Procurement Operations a potential conflict of interest and not removing yourself from the procurement process when there is a conflict; and disclosing confidential proprietary information from solicitations to other vendors or using the information for personal gain.

3.5.3. Available Funds
Ensure funding is available before submitting a requisition. The law does not allow expenditures that exceed budgets. Procurement Operations will not process requisitions for which there is not adequate funding.

3.5.4. Proper Planning
Plan purchases to minimize the use of emergency and expedited purchases. Rush purchases are generally more expensive and they delay other requisitions already in the system. Vendors may attempt to charge premium prices for goods and services when there is insufficient time allowed to explore alternatives.

3.5.5. Procurement Training
Ensure that purchasing policies and procedures are understood before ordering. Colleges and departments must assure that all employees responsible for making purchase requests have read and understand the purchasing procedures in this manual. Colleges and departments should also ensure that those employees attend training provided by the Department.
3.5.6. Coordinate with Procurement Operations

Coordinate with Procurement Operations on receipt of goods and services. Since HCC does not have centralized receiving on all purchases, each College or department is responsible for individually receiving goods and services in some circumstances. Colleges and departments should call or e-mail the buyer listed on the purchase order to make Procurement Operations aware of vendor performance issues such as shortages, late delivery or damaged merchandise.

3.6. Unauthorized Transactions

3.6.1. Applicability

This procedure applies to all HCC personnel directly or indirectly related to any purchasing transaction.

Procuring any goods or services, prior to obtaining proper authorization through the requisition process, is considered to be an "unauthorized transaction." This type of transaction directly violates established HCC purchasing procedures. Any employee who places an order for goods and/or services without following the appropriate requisition process violates HCC purchasing procedures. HCC employees, who generate financial liability exposure for HCC without proper authority will be subject to disciplinary action up to and including termination of employment.

Any vendor who accepts an unauthorized order will be advised of this procedure and may jeopardize the ability to do future business with HCC.

3.6.2. Authority

Procurement Operations is the only authorized department within HCC to issue Purchase Orders. All purchases shall be made in compliance with the provisions listed in these procedures.

3.7. Standards for Certain Specific Purchases

3.7.1. Professional Services

There are two types of services that constitute “professional services” under the law, each with a slightly different consequence as to the procurement method used. One type is professional services under the Professional Services Procurement Act (“PSPA”), Texas Government Code Chapter 2254. The second type are professional services that are excepted from the requirements of Texas Education Code 44.031. Each is explained below.
3.7.1.1. PSPA Professional Services

Under Section 2254.002 of the PSPA, “professional services” that must be obtained through that statute is defined as follows:

A service within the scope of the practice, as defined by state law, of:

- accounting;
- architecture;
- landscape architecture;
- land surveying;
- medicine;
- optometry;
- professional engineering;
- real estate appraising; or
- professional nursing; or

Such services provided in connection with the professional employment or practice of a person who is licensed or registered as:

- a certified public accountant;
- an architect;
- a landscape architect;
- a land surveyor;
- a physician, including a surgeon;
- an optometrist;
- a professional engineer;
- a state certified or state licensed real estate appraiser; or
- a registered nurse.

PSPA professional services shall be procured by RFQ as follows:

A Request for Qualifications (RFQ) is a solicitation that seeks a vendor based on qualifications that meet the overall criteria and specifications for the particular project. The selection and award must be based on demonstrated competence and qualifications to perform the services for a fair and reasonable price. A RFQ for PSPA professional services will be solicited in a two-tier format:

- Step 1 - Qualification Process

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>40</td>
</tr>
</tbody>
</table>
- Step 2 - Submittal of cost/pricing information by the most highly qualified vendor.

The RFQ is a negotiated method of procurement. It is a Qualifications-based selection process. Price is not an evaluation factor and is considered only in Step 2. After selecting the most highly qualified firm, price negotiations occur with the top ranked firm only. If unable to negotiate a fair and reasonable price with the top ranked firm, negotiations are terminated and price negotiations begin with the next ranked firm. The process continues until fair and reasonable price is negotiated or the list is exhausted.

3.7.1.2. Non-44.031 Professional Services

Non-44.031 professional services is broader than PSPA professional services and are specifically excepted out of the requirements of Texas Education Code Section 44.031 by 44.031(f), and it specifically includes the services of an attorney or fiscal agent. HCC may, at its option, procure Non-44.031 professional services in the same RFQ manner stated in the PSPA, but it is not required. Thus, any non-44.031 professional services not specifically listed in the PSPA may be procured by either those methods provided by statute and best practices, including competitive sealed bidding, competitive sealed proposals, small purchases, sole source procurement, emergency procurement, and special procurement. In JM-940, the Texas Attorney General has provided some guidance on what constitutes non-44.031 professional services, as follows:

- “it comprehends labor and skill that is ‘predominantly mental or intellectual, rather than physical or manual.’ Maryland Casualty Co. v. Crazy Water Co., 160 S.W.2d 102 (Tex. Civ. App.--Eastland 1942, no writ).

- “It no longer includes only the services of lawyers, physicians, or theologians, but also those members of disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence. See Attorney General Opinion MW-344 (1981); Black’s Law Dictionary 1089-90 (5th ed. 1979) (definition of ‘profession’)”

- “Includes work involving specialized, technical, or aesthetic judgment, considerations of cost yield to considerations of quality and competence.”

For HCC purposes, when there is any doubt whatsoever as to whether a service constitutes a professional service under either the PSPA or 44.031, such a determination should be made by the HCC Board of Trustees on advice of counsel.

3.7.2. Certain Food Purchases

3.7.2.1. Food or Refreshments from Operating Funds (Fund 1)

These funds can be used for serving light meals or refreshments to the following:

1. Community groups such as advisory councils, community focus groups or other meetings in which the community is being asked to give of its time to the College.

2. Student meetings or receptions that are held in order to foster student success by involving parents or community groups. (Example: reception with parents and success teams)

3. Faculty or staff meetings that must be held during people's personal time (Examples: after work hours or during lunch). This includes workshops and orientation for part-time faculty.

4. Departmental and instructional activities for students may utilize the department's budget.

These funds can be used for serving light refreshments (cookies, cake, coffee, sodas, and similar items) to the following:

1. Important internal meetings held during regular working hours and lasting over a period of several hours.

2. Students who are involved in college activities (Examples: popcorn at registration, or cookies at success seminars that are held outside of regular class schedules).

3. Student club or organization refreshments (student activity funds should be used for this purpose)

3.7.2.2. Other Events (Including Retirement Parties, Holiday Parties, Personal Receptions)

HCC will sponsor a system-wide retirement party held periodically (in December, May, or August), excluding retirement of Chancellor, Vice Chancellor and Presidents. They will be handled separately.

In the case of birthday parties, baby showers and personal receptions, these events must be funded with personal contributions. No HCC funds can be used

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number</td>
<td>Dated</td>
<td>42</td>
</tr>
</tbody>
</table>
toward these events. They must occur during lunch periods or after normal working hours.

Holiday parties will be funded with personal contributions and the use of Auxiliary-Other Official Function Fund* (Fund 3)

3.7.3. Cell Phones

3.7.3.1. Issuance of HCC-owned Cell Phones

HCC-owned cell phones may be issued only to those employees assigned to the following departments: Facilities Maintenance & Building Operations, Security/Police, and Mail Center.

3.7.3.2. Usage Guidelines

HCC-owned cell phones shall be used for HCC business calls only and shall not be used for personal calls.

The Internal Audit department will audit cell phone records to verify exclusive HCC business use. Violators will be requested to pay for personal calls and could be subject to disciplinary action up to and including termination.

3.7.3.3. Acquisition

All employees requiring cell phones must submit an approved purchase requisition to the Procurement Operations Department. The purchase requisition must be approved by the appropriate Vice Chancellor, President, Associate Vice Chancellor, or the HCC Chief of Police.

All cell phones shall be returned to Procurement Operations when either the employee’s employment with HCC ends, or if the employee no longer has a need for cell phone service, as determined by the supervisor.

3.7.4. Furniture

HCC Furniture, Fixtures, and Equipment (FFE) Specifications Standards were created to use as the guide to space allocation and Furniture Options. The FFE Specifications Standards were created so that interior professionals will successfully specify furniture in keeping with the HCC minimum standards.

The FFE Specifications Standards contain typical layouts and furnishings which will fit into suggested space allocations, as well as approved manufacturers and specifications which support the standard specifications for each of the areas. The FFE Specifications Standards is a living document which may be enhanced and/or modified as deemed necessary by the Executive Director of Procurement Operations.

* Chancellor, Vice Chancellors, Presidents--Designated Fund

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number Dated (Effective)</td>
<td></td>
<td></td>
<td>43</td>
</tr>
</tbody>
</table>
Pictures included are suggestions for style and type of FFE and not necessarily the literal piece of furniture for each application.

The HCC FFE Specifications Standards is located on the HCC website at:

3.7.5. Preference for Certain Agriculture and Landscaping Products

In accordance with Texas Education Code §44.042, if HCC purchases agricultural products, it shall give preference to those produced, processed, or grown in Texas if the cost to HCC is equal and the quality is equal.

If agricultural products produced, processed, or grown in Texas are not equal in cost and quality to other products, HCC shall give preference to agricultural products produced, processed, or grown in other states of the United States over foreign products if the cost to HCC is equal and the quality is equal.

If HCC purchases vegetation for landscaping purposes, including plants, it shall give preference to Texas vegetation if the cost to HCC is equal and the quality is not inferior.

In any event, HCC shall not adopt product purchasing specifications that unnecessarily exclude agricultural products produced, processed, or grown in Texas.

3.8. Standards for Quality Assurance and Specifications

3.8.1. Purpose

This section establishes guidelines for the development and use of specifications for any persons preparing product/service specifications (except for construction services) for HCC.

3.8.2. Special Definitions

For purposes of this section 3.8, the following special definitions apply:

3.8.2.1. Brand Name Specification

A specification that is limited to one or more items by manufacturers' names and/or catalog numbers.

3.8.2.2. Brand Name or Equal Specification

A specification that uses one or more manufacturers' names or catalog numbers to describe the standard of quality, performance and other characteristics needed to meet city requirements and which provides for the submission of equivalent or equal supplies.
3.8.2.3. Purchase Description

The words used in a solicitation to describe the supplies or services to be purchased, including any performance, physical or technical requirements. Purchase descriptions and specifications may be used interchangeably.

3.8.2.4. Qualified Products List

An approved list of supplies or services described by model or catalog number which, prior to competitive solicitation, HCC has determined will meet applicable specifications and requirements.

3.8.2.5. Specification

A description of the physical, functional, or performance characteristics or nature of a supply or service. A specification includes, as appropriate, requirements for inspecting, testing, or preparing a supply or service for delivery. The purpose of a specification is to serve as a basis for obtaining a supply or service that will provide the best value to HCC.

3.8.3. General Responsibilities

Purchasing Operations should maintain a library of current specifications for supplies and services.

The requesting department or college will prepare technical specifications for supplies and services. Terms, conditions and contractual provisions are the responsibility of Purchasing Operations.

The Executive Director of Operations, or designee, may modify, alter or change specifications to increase competition to improve quality or to ensure that specifications are accurate, clear, unambiguous and non-restrictive.

3.8.4. Guidelines in Drafting Specifications

3.8.4.1. Functional or Performance Description

Specifications should, to the extent practicable, emphasize functional or performance criteria while limiting design or other physical descriptions to those necessary to meet the needs of HCC. To facilitate the use of such criteria, requesting departments should endeavor to include as part of their purchase requests the principal functional or performance needs to be met.

3.8.4.2. Commercially Available Products
It is the general policy of HCC to purchase standard commercial products whenever practicable. In developing specifications, accepted commercial standards should be used, and unique requirements should be avoided to the extent practicable.

3.8.4.3. Purchase Description or Specification

The purchase description or specification should include the essential physical and functional characteristics necessary to express the minimum requirements of HCC, such as: (a) common nomenclature; (b) kind of material (type, grade, class, alternatives, and the like); (c) electrical data, if necessary; (d) dimensions; (e) size or capacity; (f) principles of operation; (g) environmental conditions; (h) intended use, including location, operating conditions and acceptable product levels within the range of products available in the commercial marketplace; (i) equipment with which the item is to be used; and (j) other pertinent information that further describes the supply or service required.

3.8.4.4. Alternate Specification

A specification may provide an alternate description of supplies or services where two or more design, functional, or performance criteria will satisfactorily meet HCC’s requirements.

3.8.4.5. Contractual Terms - Not to be Included

Specifications must not include any solicitation or contractual terms or conditions, such as the time or place for the bid opening, time of delivery, payment, liquidated damages, or qualification of bidders. These clauses should be included in the appropriate sections of the bid package (instructions to bidders and terms and conditions).

3.8.4.6. Use of Existing Specifications

If a specification for a common or general use item has been developed, or if a qualified products list has been developed for a particular supply or service, it must be used unless the Executive Director of Procurement Operations or the director of the requesting department makes a determination that it is not in HCC’s best interest and that other specifications should be used.

3.8.4.7. Brand Name or Equal

Brand name or equal specifications may be used when it is determined that:

- no other design or performance specification or qualified products list is available;
- time does not permit the preparation of another form of purchase description not including a brand name;

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>46</td>
</tr>
</tbody>
</table>
• the nature of the product or the nature of HCC’s requirements makes use of the brand name or equal specification suitable for the procurement;
• the use of brand name or equal specifications is in HCC’s best interest.

3.8.4.8. Designation of Several Brands
Brand name or equal specifications should designate three, or as many different brands as are practicable, as “or equal” references and must state that substantially equivalent products to those designated will be considered for award.

3.8.4.9. Qualified Products List
A qualified products list may be developed when testing or examination of supplies prior to issuance of the solicitation is desirable or necessary in order to best satisfy HCC’s requirements.

When developing a qualified products list, a representative group of potential suppliers must be solicited in writing to submit products for testing and examination to determine acceptability for inclusion on a qualified products list. Any potential supplier, even though not solicited, may offer his product for consideration.

Inclusion on a qualified products list must be based on results of tests or examinations conducted in accordance with prior published requirements.

3.9. Standards for Handling Mistakes in Bids/Proposals

3.9.1. General
Throughout this Section 3.9, the terms “bid,” “proposal,” and “qualifications statement” are synonymous. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid or proposal document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions, that can be waived or corrected without prejudice to other bidders or offerors. Correction or withdrawal of a bid because of an inadvertent, nonjudgmental mistake or minor informality in the bid requires careful consideration to protect the integrity of the competitive bidding system and to ensure fairness. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible, but only to the extent it is not contrary to the interests of HCC and the fairness of the process and other bidders. If the mistake is attributable to an error in judgment, the bid may not be waived or corrected. An example of an error in judgment would be failure to consider all requirements of the solicitation and submitting an inaccurate price.

3.9.2. Mistakes Discovered Before Opening

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>47</td>
</tr>
</tbody>
</table>
A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid.

3.9.3. Confirmation of Bid

When the Buyer or Requestor knows or has reason to conclude that a mistake has been made by a bidder, he or she should request that the bidder confirms the bid or proposal. The Buyer or Requestor is not required to request all other bidders to confirm their bid or proposal. Failure to request all bidders confirm their bid or proposal shall not void the procurement of goods or services. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bid may be corrected or withdrawn if the conditions set forth in the Subsections which follow: Mistakes Discovered After Opening but Before Award and Mistakes Discovered After Award are met.

3.9.4. Mistakes Discovered After Opening but Before Award

Mistakes in bids discovered after the time and date set for bid opening but before award shall be handled in the following manner:

3.9.4.1. Minor Informalities

Minor informalities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. A request to withdraw a bid after the bid opening must be made within three (3) business days after bid opening, and supported in writing. The Executive Director of Procurement Operations shall waive such informalities or allow the bidder to correct them, depending on what is in the best interest of HCC.

Examples include the failure of a bidder to:

- return the number of signed bids required by the invitation for bids;
- sign the bid, but only if the unsigned bid is accompanied by other material indicating the bidder’s intent to be bound; or
- acknowledge receipt of an addendum to the invitation for bids, but only if:
  - it is clear from the bid that the bidder received the addendum and intended to be bound by its terms; or
  - the addendum involved had a negligible effect on price, quantity, quality or delivery.

3.9.4.2. Mistakes Where Intended Correct Bid is Evident

If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not
be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors and mathematical errors, unit prices placed in the extended amount column, and failure to return an addendum provided there is evidence that the addendum was received. When an error is made in extending total prices the unit bid price will govern. Under no circumstances will a unit bid price be altered or corrected unless it is obvious that a unit price is submitted in a different unit of measure than shown on the bid form and the bidder’s extended total verifies that the unit bid price was submitted using a wrong unit of measure, then the unit price may be changed to correspond with the correct unit of measure.

3.9.4.3. **Mistakes Where Intended Correct Bid is Not Evident**

A bidder may be permitted to withdraw a low bid if:

- a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- the bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.
3.9.5. Mistakes Discovered After Award

Mistakes shall not be corrected after award of the contract except where the Executive Director of Procurement Operations makes a written determination that it would be unconscionable not to allow the mistake to be corrected. A mistake in a bid or proposal discovered after the award does not relieve the contractor from performance in accordance with the contract award. The bidder or offeror must submit evidentiary proof of value which clearly and unequivocally substantiates a mistake has been made. If the terms of the contract permit modification of the contract price, no correction may be permitted which would cause the contract price to exceed the next low bid or, result in another proposal being determined to be the most advantageous.

3.9.6. Determinations Required

When a bid or proposal is corrected or withdrawn, or a correction or withdrawn is denied, the Executive Director of Procurement Operations will prepare a written determination showing what relief was granted or denied in accordance with these rules and deliver the written determination to the bidder.
ARTICLE 4.  PURCHASE REQUISITION PROCESSING

4.1.  General Requirements

4.1.1. Purpose
To establish and maintain procedures for the initiation, authorization, and processing of purchase requisitions to procure goods and services.

4.1.2. Scope
The provisions of this procedure apply to all employees of HCC authorized to initiate, approve and process requisitions.

4.1.3. Responsibility
The initiator of the requisition is responsible for providing all pertinent information about the items or services to be procured. Budget authorities are responsible for ensuring budget availability prior to creating purchase requisitions.

Procurement Operations will be responsible for acquiring goods and services per specifications and information referenced in the purchase requisition. If a purchase requisition is of an urgent nature, please notify Procurement Operations immediately.

Quotes obtained by requestors may be mailed, faxed and/or e-mailed to Procurement Operations, with specification sheets, if applicable, via the following link: procurement.operations@hccs.edu.

4.1.4. PeopleSoft Requisition Approval Workflow
Requisitions will be processed through the PeopleSoft Financial System (via Workflow) and forwarded to Procurement Operations for placement of an order. All requisitions will be processed and verified by requestor, ensuring that the required approvals and accounting codes are included. The HCC website has instructions on creating Purchase Requisitions. The PeopleSoft Finance Team is responsible for training any HCC staff member that may have finance or purchasing related functions. The Workflow guide may be accessed at:

http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/For_Staff/REQworkflowtraining.pdf

4.2.  Purchase Orders
Purchase Orders are generated by Procurement Operations through the automated PeopleSoft Financial System.
4.2.1. Types of Purchase Orders

Types of orders are listed below:

4.2.1.1. Regular Purchase Orders

This type of purchase order is issued according to the information provided in the online requisition created by the requestor. At the conclusion of the pricing process, a purchase order is generated, printed, and signed by the authorized Buyer and/or the Executive Director, Procurement Operations. Purchase orders are printed and the original is submitted to the supplier. All terms and conditions stated on the purchase order and the Procurement Operations Procedures Manual apply.

Note: Please do not submit a purchase requisition to procurement operations for a purchase order to be issued for services or items previously rendered, ordered or received.

4.2.1.2. Open Blanket Purchase Orders

This type of purchase order may be issued for the following: to support the requirements of maintenance, repair, operational services, film development, office supplies, other purchases of a repetitive nature or when an exact dollar amount is unknown. Open purchase orders will be issued to authorized contracted suppliers, no single amount item to exceed $700.00. Requestors may order goods and services utilizing the open order. Prices and terms for completion of work must be approved prior to the rendering of services. Requestors must submit applicable delivery documents to the Accounts Payable Department. It is the requesting department’s responsibility to monitor purchases and maintenance of Open Blanket Purchase Orders.

4.2.1.3. Direct Pay Request in Lieu of PO

Direct Pay Requests shall be submitted to the Accounts Payable Department if a vendor will not accept a purchase order or the total value of the purchase is two hundred ($200.00) dollars or less. The requesting department will fill out a Direct Pay Request and submit to the Accounts Payable Department for processing. Accounts Payable processes checks every Tuesday. It is the requesting department’s responsibility to coordinate with Accounts Payable in a timely manner. See Section XII for more information regarding Direct Payments.

4.2.2. Purchase Order Follow-Up and Return of Goods

4.2.2.1. Responsibility

The requesting department reviews and monitors purchase orders for delivery and receipt of merchandise, including resolution of order discrepancies and/or
damages. All Procurement Operations personnel and any departmental personnel that directly or indirectly related with the receiving of merchandise ordered through the use of a purchase order are responsible for monitoring purchase orders for delivery and receipt of merchandise.

4.2.2.2. Cancelation/Modification of Purchase Orders

A purchase order confirms the existence of a contract between HCC and the Vendor. Consequently, a purchase order cannot be modified or canceled unilaterally. Upon receipt of a request to modify or cancel an order, the requesting department should contact Procurement Operations immediately. Generally, a Vendor will agree to a request for cancellation if the item(s) have not been shipped. The requesting department may be held responsible for any material shipped by a vendor or for any costs incurred prior to cancellation. Occasionally, the payment of a restocking fee may be assessed.

4.2.2.3. Return of Goods

Merchandise to be returned to suppliers or manufacturers for adjustment or credit should be coordinated with Procurement Operations. The actual return of the merchandise is the responsibility of the requesting department, as well as, notifying Asset Management and Procurement Operations of any changes to the original purchase order.

Expediting Return of Goods shall be handled as follows:

1) Monitor and verify purchase order delivery and receipt of merchandise.
2) Identify delivery problems and coordinate solution with requestor and vendor.
3) Discrepancies and damages will be identified and resolution shall be coordinated with supplier/vendor and all essential internal departments.
4) Return of Goods shall be coordinated through the requesting department, Procurement Operations and any other essential internal departments affected by the return, for example, Asset Management.

The vendor is under no obligation to accept a return of items shipped according to the purchase order, except if, the item is damaged and the damage is reported within three business days. Agreement from the vendor to accept a return is not automatic and a restocking fee may be incurred. Such fees will be charged to the requesting department.
4.2.3. Purchase Order Agreement

Every purchase order is subject to the most recent revision of the Procurement Operations Terms and Conditions of Purchase Orders. The most recent version of this document is located online at:

http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/Purchase%20Order%20Terms%20&%20Conditions.pdf

A sample is attached as Appendix 4.2.3.

4.3. Procurement Card (“P-Card”)

4.3.1. Involved Parties

4.3.1.1. Card Issuer

Bank of America’s services include issuing Mastercard procurement cards to HCC employees, providing electronic transaction authorization, and billing HCC for all purchases made on the cards.

4.3.1.2. HCC

Arranges with the card issuer, Bank of America, to have procurement cards issued to approved employees and agrees to accept liability for the employees' use of the cards.

4.3.1.3. Department Head

HCC official who must approve employee's request for a procurement card, assign a departmental auditor, designate default accounting code for purchases on the procurement card, and submit application to the procurement card administrator. Department head approval delegates transaction authority to the cardholder.

4.3.1.4. Departmental Auditor

An employee in each department designated by the department head to be responsible for reviewing transactions of individual cardholders to make sure the transactions are legitimate business expenses and are classified appropriately. This may be a person in the cardholder's department or one of the procurement card administrators located in Procurement Operations.

4.3.1.5. Procurement Card Administrator

The central administrator located in HCC's Procurement Operations who coordinates the procurement card program for HCC and acts as HCC's intermediary in correspondence with the card issuer.

4.3.1.6. Cardholder

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td></td>
<td></td>
<td>54</td>
</tr>
</tbody>
</table>
An employee of HCC who is approved by his/her department head to use the procurement card to execute purchase transactions on behalf of HCC. The cardholder is responsible for ensuring that there are sufficient funds in the budget to cover Procurement Card expenditures at all times.

4.3.1.7. Vendor
The merchant from whom a cardholder is making a purchase.

4.3.2. Program Overview
- Procurement cards will be issued to HCC employees only.
- The employee's name must be embossed on the card.
- Procurement cards will not be transferable between individuals or departments.
- Each Cardholder will be assigned to a departmental auditor. The auditor may either be someone located in the cardholder's department or a procurement card administrator.
- Each card will be assigned a default accounting code.
- The department auditor may be an auditor for more than one department.
- Employee's department head must approve the request for a card, assign the default account number and assign the departmental auditor (if desired) for the cardholder.
- Cardholders make purchases (using established guidelines) and receive a monthly cardholder statement from Bank of America.
- Cardholder matches receipts to monthly statement and forwards to departmental auditor for review and storage.
- Cardholder will complete the purchase transaction log each month and forward it to the program coordinator located in the Procurement Operations Department for auditing purposes.
- Bank of America sends a consolidated invoice to HCC at the end of monthly billing cycle, which is 4th of each month.
- An ACH payment is made to Bank of America within 14 days after the end of the billing cycle.
- Violations of these requirements may result in revocation of use privileges and/or disciplinary action, up to and including termination of employment. Employees who are found to have used the procurement card
inappropriately and the will be required to reimburse HCC for all costs associated with such improper use.

- The cardholder is responsible for ensuring that there are sufficient funds in their budget to cover procurement card expenditures at all times.

4.3.3. Party Responsibilities

4.3.3.1. Cardholder

The cardholder must use the procurement card for legitimate business purposes only. The procurement card may not be used for travel, registration fees, entertainment and other categories covered in your training session unless pre-approved by the procurement card administrator. The procurement card may not be used to obtain cash. Misuse of the card will subject cardholder to disciplinary action in accordance with HCC Policies and Procedures relating to disciplinary action and termination for cause. The cardholder must:

- Ensure the procurement card is used for legitimate business purposes only.
- Maintain the procurement card in a secure location at all times.
- Do not allow other individuals to use their procurement card.
  - Adhere to the purchase limits approved and restrictions of the Purchasing Card User Guide spending limits which generally are less than $2,500 per transaction and $10,000 monthly.
- Cardholder will complete the purchase transaction log each month and attach all sales slips and/or register receipts and forward it to the program coordinator for auditing purposes by the 15th of each month for months that have card transactions associated with it.
- Blank transaction log forms can be downloaded from the Procurement Operations webpage.
- Attempt to resolve disputes or billing errors directly with the vendor and notify Bank of America if the dispute or billing error is not satisfactorily resolved by faxing Bank of America the required Dispute Form.
- Ensure that an appropriate credit for the reported disputed item or billing error appears on a subsequent cardholder statement.
- Do not accept cash in lieu of a credit to the procurement card account.
- Immediately report a lost or stolen card to Bank of America at 1-800-538-8788 (24 hours a day, 365 days a year).
• Immediately notify departmental auditor of a lost or stolen procurement card at the first opportunity during normal business hours.
• Return the procurement card to departmental auditor upon terminating employment with HCC or transferring departments within HCC.
• Report erroneous and emergency transaction needs to the departmental auditor during normal business hours.
• Violations of these requirements may result in revocation of use privileges and/or disciplinary action, up to and including termination of employment. Employees who are found to have inappropriately used the procurement card will be required to reimburse HCC for all costs associated with such improper use.
• The cardholder is responsible for ensuring that there are sufficient funds in their budget to cover procurement card expenditures at all times.

4.3.3.2. Departmental Auditor

(The departmental auditor may be an individual located in your department or a procurement card administrator located in the Procurement Operations Department)

Each department head must designate a departmental auditor for his / her department. The department head will assign a departmental auditor for each procurement card application approved for his / her employees. The departmental auditor must receive training before any employee in the department may receive a procurement card.

Responsibilities include:

• Review vendor receipts to transactions listed in WORKS or printed reports from WORKS.
• Retain all cardholder charge slips and receipts for audit by internal and external auditors.
• Review cardholder transactions on the monthly department report obtained through the WORKS system.
• Attempt to resolve any disputes with vendor and/or Bank of America not resolved by the cardholder.
• Notify procurement card administrator in 3 to 5 days of any unresolved disputes, noting the reason for dispute.
• Notify procurement card administrator of lost or stolen cards.
• Request procurement card administrator to cancel a cardholder’s card (e.g. terminated employees, transferring departments, loss of procurement card privileges) as approved by department head.

• Collect canceled cards from cardholders and forward to the procurement card administrator.

• Assist cardholders with erroneous declines and emergency transactions.

4.3.3.3. Procurement Card Administrator

The Procurement Operations department will assign a procurement card administrator(s) to be responsible for the procurement card program. Responsibilities include:

• HCC liaison with Bank of America.

• Utilize WORKS software from Bank of America.

• Review department approved applications for completeness of required information.

• Submit completed application to Bank of America and receive procurement card from Bank of America.

• Train departmental auditors before releasing procurement cards.

• Train cardholder before releasing procurement card to the cardholder.

• Have cardholder sign cardholder agreement signifying agreement with the terms of the procurement card program.

• Handle disputed charges/discrepancies not resolved by cardholder or departmental auditor.

• Initiate change of default accounting codes upon request of department auditors as approved by their department head.

• Secure revoked procurement cards and submit information to Bank of America.

• Follow up with departmental auditors regarding transaction reports and submittal of receipts.

• Review usage of procurement card data for appropriateness.

• Upon notification of such, immediately deactivate lost or stolen cards through the appropriate means in the WORKS system.
• Assist the departmental auditor with erroneous declines and emergency transactions.

4.3.3.4. Procurement Card Accounting

Responsibilities include:
• Train and oversee the designated personnel to electronically upload the Bank of America bill from the JV file into PeopleSoft.
• Process electronic upload of bill to PeopleSoft and reconcile budget codes.
• Prepare voucher and payment and submit for ACH payment.
• Reconcile Bank of America's electronic file the transaction totals posted to HCC's accounting system.

4.3.4. Cardholder Eligibility

Criteria to receive a procurement card is as follows:
• Applicant must be a full-time employee of HCC.
• Applicant’s department head must approve his/her request for a procurement card.
• Applicant must be assigned a departmental auditor selected by his/her department head.
• Employee must attend a training session before receiving their procurement card.
• Each individual cardholder must sign a Cardholder Agreement and consent to the terms and conditions stated therein.
• After receipt of the procurement card, the cardholder must contact Bank of America at the number listed on the card to activate the card prior to any purchase transactions.

4.3.5. Cardholder Liability

The procurement card is a corporate charge card that will not affect the cardholder's personal credit. However, it is the cardholder's responsibility to ensure that the card is used within stated guidelines of the procurement card cardholder manual as well as HCC Policies and Procedures relating to the expenditure of HCC funds. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to management, and further disciplinary measures that may include termination.
4.3.6. Cardholder Termination
The procurement card administrator is required to close an account if a cardholder: (a) transfers to a different department, (b) moves to a new job in which a procurement card is not required; (c) terminates employment or (d) for any of the following reasons which will also subject cardholder to disciplinary action in accordance with HCC Policies and Procedures relating to disciplinary action and termination for cause:

- The procurement card is used for personal or unauthorized purposes.
- The procurement card is used to purchase alcoholic beverages or any substance, material, or services which violate policy, law or regulation pertaining to HCC.
- The cardholder allows the card to be used by another individual.
- The cardholder splits a purchase to circumvent the limitations of the procurement card.
- The cardholder uses another cardholder's card to circumvent the purchase limit assigned to either cardholder or the limitations of the procurement card.
- The cardholder fails to provide required receipts.
- The cardholder fails to provide, when requested, information about any specific purchase.
- The cardholder does not adhere to all of the procurement card policies and procedures.

4.3.7. Lost, Misplaced, or Stolen Procurement Cards
Cardholders are required to immediately report any lost or stolen procurement card to Bank of America toll-free at 1-888.459.2273 (24 hours a day, 365 days a year). The cardholder must also immediately notify his/her department auditor about the lost or stolen card at the first opportunity during normal business hours.

4.3.8. Spending Controls
HCC spending parameters for each procurement card issued are customarily set at $200 per transaction with a maximum of $1,500 per month per card. Spending limits may be adjusted accordingly as determined by demonstrated need.

4.3.9. Erroneous Declines
Should the procurement card be erroneously declined by a vendor, the cardholder should immediately contact a procurement card administrator for
assistance. If a purchase is being made outside of normal HCC business hours, the cardholder must find an alternate payment method or terminate the purchase and contact the departmental auditor during normal hours.

4.3.10. Emergency Transactions

For any transaction which does not meet the spending controls assigned to the card, the cardholder must contact the procurement card administrator prior to making the purchase for assistance.

4.3.11. Credits and Rebates

Vendors will issue all credits to the individual procurement card account for any item they have agreed to accept for return. This credit will appear on a subsequent statement. Under no circumstances should a cardholder accept cash in lieu of a credit to the procurement card account. All rebates for items purchased with the procurement card shall be made payable to HCC, not the individual cardholder and forwarded to the Accounting Department.

4.3.12. Tax Exempt Status

Houston Community College is exempt from paying Texas State sales taxes on purchases. HCC's Texas sales tax exemption number is printed on the card. When making a purchase, inform the merchant that the purchase is exempt from Texas State sales tax and provide a signed copy of the Texas State sales tax exemption certificate. You may obtain the exemption certificate from your department, Accounts Payable Department or a procurement card administrator.

4.3.13. Unresolved Disputes and Billing Errors

The cardholder is responsible for contacting the vendor to resolve any disputed charges or billing errors. If the matter is not resolved with the vendor, the cardholder / departmental auditor should do the following:

- Contact Bank of America at 1-800-538-8788 directly for assistance.
- Mail or fax to Bank of America at 1-800-253-5846 a signed Bank of America Dispute Form in Appendix 4.3.D to document the reason for the dispute.
- Contact the departmental auditor/procurement card administrator for assistance if an acceptable resolution is not obtained.
- The total amount billed by Bank of America will be charged to the individual departmental account and credits for disputed transactions will be posted to departmental account when the credit appears on the Bank of America billing.
4.3.14. Security and Storage

4.3.14.1. Procurement Cards

Cardholders should always treat their procurement card with the same level of care as one does their own personal credit cards. The card should be maintained in a secure location and the card account number should be carefully guarded. The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be lent to another person for any reason.

4.3.14.2. Program Documentation

The departmental auditor assigned to each procurement card will ensure that the cardholder's vendor receipts/packing slips/charge slips are attached to a monthly transaction log and submitted to the procurement card administrator no later than the 15th of each month for every month that there is activity on the card. All other documentation concerning the procurement card program will be maintained by the procurement card administrator located in the Procurement Operations department. This documentation includes, but is not limited to, applications, Cardholder Agreements, billing statements, reconciliation of accounting statements, WORKS program, and copies of transmittals and correspondence with Bank of America.

4.3.15. Vendor Blocking

Transactions may be blocked at the point-of-sale level at several types of vendors based on your card's usage restrictions.

4.3.16. Procurement Card Set Up and Closure

All contact with Bank of America for procurement card set up and closure (except for reporting lost or stolen cards) will be handled by the procurement card administrators who are located in HCC Procurement Operations department.

4.3.16.1. Card Set Up

- HCC employee completes a procurement card application and submits to his/her department head for completion and approval.
- Department head completes the application by providing the name of the departmental auditor (if applicable) and default accounting code to be assigned to the card.
- Department head signature approval delegates transaction authority to the cardholder.
- Approved application is to be sent to the procurement card administrator for processing.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>62</td>
</tr>
</tbody>
</table>
- Procurement card administrator reviews application for completeness and enters the cardholder information into the WORKS system.
- Upon receipt of the procurement card from Bank of America, the procurement card administrator will conduct a training session with the cardholder prior to the issuance of the card.
- Cardholder signs Cardholder Agreement signifying agreement with the terms of the procurement card program.

4.3.16.2. Closure

Lost or Stolen Cards - Cardholder must immediately report the lost/stolen card to Bank of America at 1-888.449.2273. Cardholder must also notify the procurement card administrator who will follow up with Bank of America to ensure the account has been closed and to facilitate in the issuance of a new card.

Terminated or Transferred Employees - Departmental auditor is responsible for securing procurement cards from terminated employees and employees who transfer to another HCC department. The departmental auditor shall immediately notify the procurement card administrator of the termination or transfer. The administrator shall close the card via the WORKS system. All procurement cards are to be returned to the procurement card administrator for disposal.

Miscellaneous Closures - The procurement card administrator shall cancel any card via the WORKS system that is no longer in use or has been revoked for any purpose.

4.3.17. Reconciliation, Approval, & Allocation of Billing

Receipt and Payment of Bank of America Billing –

- At the close of the monthly billing cycle, (the 4th of each month) Bank of America will send an automated JV file for download into the PeopleSoft system.
- The designated accounting representative will download the file and review the statement and enter the appropriate budget adjustments.
- A voucher will be prepared within 5 days after receipt of the Bank of America bill and processed so that payment will reach Bank of America no later than 14 calendar days after the close of the billing cycle of the previous month.
- ACH will be transmitted in accordance with Bank of America's instructions.
4.3.18. Audit

HCC’s internal control policies and procedures are as follows:

4.3.18.1. Cardholder

Cardholder shall:

- Reconcile vendor receipts to transactions listed in WORKS or on their paper statement.
- Submit vendor receipts and purchase transaction log to the procurement card administrator no later than the 15th of every month for audit tracking purposes. If a purchase was by telephone/fax, the cardholder should supply a copy of the order form or a description of the transaction to the departmental auditor.

4.3.18.2. Department Auditor

Department Auditor will:

- Review and maintain cardholder receipts and reports.
- Review transaction history via the WORKS system.
- Retain all receipts and vouchers for audit by internal and external auditors. Receipts for purchases are to be maintained for 7 years.

4.3.18.3. Procurement Card Administrator

Procurement Card Administrator or designee shall:

- Establish and notify departmental auditors of monthly deadline for approvals.
- Make periodic audits of card use and charges for appropriateness through the use of WORKS. Areas to be monitored include, but are not limited to compliance with procurement card regulations, compliance with HCC regulations, and sales tax charges. It is the responsibility of the procurement card administrator to report any usage violations or discrepancies to the cardholder, the department auditor and the department head and take appropriate action on any violations.
4.4. Direct Pay Requests and Requisitions

4.4.1. Purpose

To expedite certain types of transactions that do not require the use of a purchase order, yet does not circumvent the State of Texas procurement guidelines. This transaction is called a Direct Payment or Direct Pay.

4.4.2. Responsibility and Process

HCC has a responsibility to pay for authorized purchases made according to its purchasing policies and procedures approved by the Board of Trustees. Any purchase made in violation of the Board of Trustees’ policies and these procedures is unauthorized, and will become the responsibility of the individual placing the order. An individual placing an unauthorized order will bear the cost of the goods and services received and is subject to disciplinary action up to and including termination of employment.

Direct Pay Requests shall be submitted to the Accounts Payable Department if a vendor will not accept a purchase order or the total value of the purchase is two hundred ($200.00) dollars or less. The requesting department will fill out a Direct Pay Request and submit to the Accounts Payable Department for processing. Accounts Payable processes checks every Tuesday. It is the requesting department’s responsibility to coordinate with Accounts Payable in a timely manner.

4.4.3. Requirements

To process a direct payment, each transaction must be documented on a direct payment requisition form with the invoice for goods or services attached. All direct payment requisitions transactions must be authorized by the appropriate authority and forwarded to the Accounts Payable department at 3100 Main for payment. Direct payment requisitions will be processed only for transactions meeting the following criteria:

- Purchasing furniture, fixtures or capital equipment by the direct payment method is unacceptable.
- Hotels may be paid in advance provided that you follow the Check Disbursement Guidelines. Procedures will be posted on Financial Operations website.
- HCC reserves the right to restrict payment and execute the Competitive Bid Process if annual purchase of products or services exceeds $50,000.00.
### 4.4.4. Sample Services that May Use Direct Pay

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Student Services</th>
<th>Employee Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission and Royalties</td>
<td>Honoraria, Guest Speakers* (no gifts)</td>
<td>Subscription renewals†</td>
</tr>
<tr>
<td>Employment labor-less than 30 days with authorized agencies only.</td>
<td>Instructional contract services‡</td>
<td>Institutional membership/ dues§</td>
</tr>
<tr>
<td>Individual contracts must be forwarded to Human Resources.</td>
<td>Student activity and Agency Fund transactions</td>
<td>Copy service transactions (with contracted vendor)</td>
</tr>
<tr>
<td>Professional service fees (attorneys, consultants, and brokers) limited to those professionals identified in Texas Educational Code 44.031</td>
<td>Cash advance-limited to theatre productions.**</td>
<td>Petty Cash expenditures (not-to-exceed $50.00)</td>
</tr>
</tbody>
</table>

---

* Payment to HCC employees for services must be submitted to the Human Resources Department.
† Personal subscriptions, memberships, and dues are excluded.
‡ Westwood Aviation, AMA, Read Commission, etc.
§ Personal subscriptions, memberships, and dues are excluded.
** IRS-1099 implications

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number [(Effective)]</td>
<td>Dated</td>
<td>66</td>
<td></td>
</tr>
<tr>
<td>General Services</td>
<td>Travel Services</td>
<td>Miscellaneous Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>------------------------------------------------------</td>
<td>------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Messenger and delivery services.</td>
<td>Credit card purchases (Authorized Amex and gas credit cards only)</td>
<td>Reimbursement for expenditures authorized prior to purchase by Chancellor, Presidents, or Vice Chancellors (Not-to exceed $500.00)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment of fees (deeds, licenses, boiler and elevator inspections, legal and notary fees, &amp; assessments)</td>
<td>Travel reimbursements (including travel and hotel accommodations)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd party freight charges</td>
<td>Registration fees (conferences and seminars)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities (gas, sewer, electric, telephone, steamed and chilled water, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepayments and down payments, if required in contract.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance policies (including students)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newspaper, Magazine, Journal - advertisements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Issued Date</strong></th>
<th><strong>Effective</strong></th>
<th><strong>REPLACES</strong></th>
<th><strong>Correction Number</strong></th>
<th><strong>Page Number</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number</td>
<td>Dated</td>
<td>67</td>
</tr>
</tbody>
</table>
4.5.  Process for Certain Dollar Thresholds

4.5.1. Less than $50

- Purchases of less than $50.00 refer to petty cash procedure.
- Completely fill out Petty Cash Reimbursement Form.
- Maximum amount paid on Petty Cash Reimbursement Form is $50.00.
- No taxes will be paid/reimbursed (Use HCC tax exempt form Article 11.5).
- Tape original receipt to reimbursement form if too large, staple to the back of the Petty Cash Reimbursement Form.
- If Claimant receives mileage, no parking fees will be paid.
- Need to print/sign proper signatures where indicated on form.
- Completed forms must be presented to the Cashier's Office in person. Do not send Petty Cash Reimbursement Form to Cashier's Office by Inter-Office Mail.
- Call Cashier's Office before coming to verify that the Cashier's Office has the cash available.
- Check if campus maintains petty cash.

4.5.2. $50 to $200.00

Purchases of $50.00 to $200.00 shall be processed through a Direct Pay Request and submitted to the Accounts Payable Department. Please refer to Direct Pay Guidelines prior to submitting to Accounts Payable. P-Card Current Limits are:

- Single Transaction: $300.00
- Monthly Limit: $1,500.00
- Annual Limit: $10,000.00

4.5.3. $200 to $2,499.99

Purchases of $200.00 to $2,499.99 shall be processed through a purchase requisition except as dictated in Direct Pay Guidelines. The Buyer will verify the information on the purchase requisition and process a purchase order upon determining the best value for HCC.

4.5.4. $2,500 to $9,999.99
For purchases of $2,500.00 to $9,999.99, the Procurement Operations Department will obtain oral quotes to a minimum of, but not limited to, three (3) suppliers/vendors, and select the supplier/vendor that provides the best value to HCC.

4.5.5. $10,000 to $49,999.99

For purchases of $10,000.00 to $49,999.99, the Procurement Operations Department will verify the information on the requisition and obtain three (3) written quotes from Vendors in the HCC Vendor Database. The Buyer will assign a timetable for a quote to be returned by the supplier/vendor. Supplier/vendor may mail, hand deliver, or fax, or e-mail (if HCC has adopted required procedures) the quote responses accompanied by supporting documents necessary for the Procurement Operations Department to identify the best value for HCC.

4.5.6. $50,000 to $99,999.99

The Competitive Solicitation process is used (or other approved process such as State Contract, Interlocal or purchasing cooperatives).

4.5.7. $100,000 or greater

The Competitive Solicitation process is used (or other approved process such as State Contract, Interlocal or purchasing cooperatives). All contracts exceeding $50,000.00 require the Board of Trustees approval prior to contract award. All solicitations for contracts expected to exceed $100,000.00 shall be submitted to HCC Office of System wide Compliance Small Business Representative and/or Compliance Officer for review prior to publishing the solicitation. The purpose of the review is to provide a thorough due diligence assessment.
ARTICLE 5. COMPETITIVE SOLICITATION

5.1. Procurement Methods in State Law

Under Texas Education Code 44.031, except as otherwise provided in Subchapter B of Chapter 44, Texas Education Code, all HCC contracts, except contracts for the purchase of produce or vehicle fuel, valued at $50,000 or greater in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value to HCC:

- competitive bidding, for services other than construction;
- competitive sealed proposals, for services other than construction;
- a request for proposals, for services other than construction;
- an interlocal contract;
- a method provided by Chapter 2267, Government Code, for construction services;
- the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- the formation of a political subdivision corporation under Section 304.001, Local Government Code.

5.2. Required Factors

Under Texas Education Code 44.031, except as otherwise provided in Subchapter B of Chapter 44, Texas Education Code, in determining to whom to award a contract, HCC shall consider:

- the purchase price;
- the reputation of the vendor and of the vendor's goods or services;
- the quality of the vendor's goods or services;
- the extent to which the goods or services meet HCC's needs;
- the vendor's past relationship with HCC;
- the impact on the ability of HCC to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to HCC to acquire the vendor's goods or services; and
• for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor of the vendor’s ultimate parent company or majority:
  o has its principal place of business in this state; or
  o employs at least 500 persons in this state; and
• any other relevant factor specifically listed in the request for bids or proposals.

5.3. Timetable
Approximate timetable for IFB, IFP, RFP and/or RFQ processing is as follows:
• Bid packet preparation: 1 week
• Bid advertisement: thirty (30) calendar days
• Bid opening, evaluation, award preparation: 1 week
• If bid review required by Board of Trustees Committee: scheduled Board Committee meeting following bid opening date
• If bid award requires approval by Board of Trustees: scheduled Board meeting following bid opening date
• Approximate Total: Minimum 8 weeks

5.3.1. Competitive Bidding
HCC does competitive bidding through an Invitation for Bids or IFB.

5.3.1.1. Development of Specifications
Specifications will be developed and documented by the requesting department. Specifications, both descriptive and technical, will be written in a clear, specific manner, providing as much information as is required for a supplier/vendor to identify the goods and/or services being bid. Requestors may also ask Procurement Operations for assistance in specification development. Specifications should comply with the guidelines in Section 3.8, Standards for Quality Assurance and Specifications.

5.3.1.2. Bid Packet
A Bid packet will be prepared by Procurement Operations. The bid packet shall contain but is not limited to the following sections:
• Invitation for Bid

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number</td>
<td>Dated</td>
<td>71</td>
</tr>
</tbody>
</table>
• General Conditions
• Instructions to Bidders
• Bid Award Form
• Certification and Disclosure Statement
• Specifications
• Bid Sheet for Price and Other Factors

5.3.1.3. Vendor List

The Requestor will supply a list of suggested vendors. All vendors qualified to provide the commodity or service that is being bid are invited to participate in the bid process.

5.3.1.4. Advertisement

Solicitations will be advertised twice in the local newspaper (*The Houston Chronicle*) – once a week for at least two (2) consecutive weeks prior to the bid opening date.

5.3.1.5. Pre-Bid Conference

Unless otherwise stated in the solicitation document, attendance of prospective bidders at a pre-bid conference is not mandatory.

5.3.1.6. Bid Due Date

Bids will be due on the deadline specified in the solicitation. Any bid, request for withdrawal, or modification of a bid that is not received at the designated location, time, and date set forth in the bid documents will be considered late and will not be considered. Delivery of the bid to the specified location is the sole responsibility of the bidder. Sealed bids may be submitted by:

• hand-delivery to: Houston Community College Procurement Operations, 3100 Main Street, 11th Floor, Houston, Texas 77002, or
• mail to: Houston Community College, Procurement Operations, P.O. Box 667517, Houston, Texas 77266-7517, or

5.3.1.7. Receipt and Tabulation of Bid

Upon receipt, sealed bids will be date stamped and logged by Procurement Operations on or before the deadline specified in the solicitation. The bid opening shall be attended by a minimum of two (2) employees of Procurement Operations, and the representative(s) of the requesting department. Vendors

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>72</td>
</tr>
</tbody>
</table>
may attend as well. Bids will be publicly opened on the date specified in the solicitation, and will be recorded and tabulated by the Buyer.
5.3.1.8. Bid Evaluation and Award

Bid responses will be reviewed by an evaluation team composed of, but not limited to, one (1) representative of the requesting department, and one (1) representative of Procurement Operations. The evaluation team shall always seek award to the vendor offering the best value to HCC in accordance with the factors listed in Texas Education Code, Section 44.031(b). All HCC employees shall conduct evaluations in an ethical and fair manner.

The evaluation of a proposal will be conducted in a reasonable and prudent manner to ensure there is no conflict between an evaluation committee member and a vendor whose proposal is being evaluated. The evaluation committee will perform its due diligence and will review all proposals within the reasonable time necessary and relative for the specific bid in order to ensure a fair and equitable evaluation. Prior to the issuance of an award recommendation, the Chief Procurement Officer will review the work effort of the evaluation committee and if deemed in the best interest of HCC, may refer the procurement back to the evaluation committee for further review and clarification.

When an award requires final approval by either the Chancellor or the Board of Trustees, a Summary of Procurement will be prepared by Procurement Operations. For Board approvals, the Buyer will prepare a summary of procurement and submit it to the requesting department who will prepare a Board Action Item and submit it to the responsible Buyer. The Buyer will forward both documents to the Executive Director of Procurement Operations for final review and submission to Board Services. Procurement Operations will maintain these documents along with an abstract of bids in the Procurement Operations contract file.

If a procurement is subsequently cancelled because the recommendation was not accepted by the Board of Trustees, HCC may re-solicit the good or service only after a six month waiting period; except to the extent the specification for the good or service is sufficiently modified in-order to meet evolving needs of HCC not contemplated at the time of the original solicitation as to constitute a new request. Only in such instance may a new solicitation be immediately issued.

5.3.1.9. Tie Bids

Tie bids are responsive bids that are identical in price, terms, and conditions and which meet all the requirements and evaluation criteria set forth in the Invitation for Bid. HCC reserves the right to request a best and final offer in order to promote further competition and ensure HCC may obtain the ultimate best value, unless the law requires HCC to give preference to certain bidders in a tie (e.g., Texas product).
5.3.1.10. Contract Management

Procurement Operations will be responsible for maintaining documentation of supplier performance, as required, utilizing criteria such as terms, price, quality, delivery, timeliness and service level.

College departments or offices will provide feedback pertaining to the awarded supplier’s performance. A supplier/vendor that does not meet the requirements of the awarded contract will be determined to be non-compliant.

Procurement Operations will notify the supplier/vendor, in writing, of any problem requiring immediate corrective action. If no satisfactory corrective action is received, the supplier/vendor will be considered to be in breach of contract and the contract may be terminated, and the vendor may be disqualified from future solicitations.

5.3.1.11. Contract Cancellation

A contract may be terminated in accordance with its terms. If the terms do not specify a basis for termination, the contract may be terminated with or without cause by HCC giving a thirty (30) day prior written notice to the legal address of the contractor. All contract cancellations are issued by Procurement Operations.

5.3.1.12. Bid Award Cancellation

In the event the selected vendor fails to honor its commitment to enter into a contract, the responsible Buyer shall obtain a written acknowledgment to this effect from the selected vendor. Noncompliance by the vendor will result in forfeiture of the bid bond, if one was required. The award may be given to the next responsible and responsive bidder or HCC may reject all bids and re-bid the procurement.

5.3.1.13. Summary of Procurement

A Summary of Procurement will be provided to the requesting department by Procurement. If Board approval of the solicitation is required, the requesting department will use the Summary of Procurement to create a Board Action Item to assist in the justification of the purchase. The Board Action Item (created by the requesting department) shall be submitted to Procurement Operations prior to agenda review. The Board Action Item must be signed by the required authorizing HCC representatives. Procurement Operations will submit the Board Action Item to Board Services. Please refer to the Forms section of this manual.

5.3.2. Competitive Sealed Proposal

HCC does competitive sealed proposals through an Invitation for Proposals or IFP. The process is the similar to IFB, with the primary difference being that
once the submission deadlines has passed, HCC is allowed to negotiate with each proposer before awarding the contract. While many of the requirements below are the same as IFB, they are repeated for clarity of the IFP process.

5.3.2.1. Development of Specifications
Specifications will be developed and documented by the requesting department. Specifications, both descriptive and technical, will be written in a clear, specific manner, providing as much information as is required for a supplier/vendor to identify the goods and/or services being bid. Requestors may also ask Procurement Operations for assistance in specification development. Specifications should comply with the guidelines in Section 3.8, Standards for Quality Assurance and Specifications.

5.3.2.2. Vendor List
The Requestor will supply a list of suggested vendors. All vendors qualified to provide the commodity or service that is being bid are invited to participate in the IFP process.

5.3.2.3. Advertisement
Solicitations will be advertised twice in the local newspaper (The Houston Chronicle) – once a week for at least two (2) consecutive weeks prior to the bid opening date.

5.3.2.4. Pre-Proposal Conference
Unless otherwise stated in the solicitation document, attendance of prospective bidders at a pre-bid conference is not mandatory.

5.3.2.5. Proposal Due Date
Proposals will be due on the deadline specified in the solicitation. Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time, and date set forth in the IFP documents will be considered late and will not be considered. Delivery of the proposal to the specified location is the sole responsibility of the proposer. Sealed proposals may be submitted by:

- hand-delivery to: Houston Community College Procurement Operations, 3100 Main Street, 11th Floor, Houston, Texas 77002, or
- mail to: Houston Community College, Procurement Operations, P.O. Box 667517, Houston, Texas 77266-7517, or

5.3.2.6. Receipt and Opening of Proposals
Upon receipt, sealed proposals will be date stamped and logged by Procurement Operations on or before the deadline specified in the solicitation. The proposal opening shall be attended by a minimum of two (2) employees of Procurement Operations, and the representative(s) of the requesting department. Proposers may attend as well. The proposal opening will be brief and consist of only a declaration of the name of the proposer. Proposals shall be opened so as to avoid disclosure of contents to competing proposers and be kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

5.3.2.7. Proposal Initial Evaluation

Once the proposal is opened, the Buyer will determine responsiveness and will distribute copies of the proposal to the evaluation team. The evaluation team will be determined by the Chief Procurement Officer. The team will evaluate the proposals based on the IFP and any stated evaluation factors, including the points and/or weights, if given in the IFP. While each IFP may vary in the evaluation factors (although they shall include all the factors listed in Texas Education Code 44.031), other typical evaluation factors could include:

- Price
- Technical Approach
- Management Plan (including work plan and schedule)
- Personnel Qualifications
- Demonstrated Corporate Experience and Qualifications

Based on the initial evaluation of the proposals, the Buyer will coordinate with the evaluation team to share the results of the evaluation, coordinate follow-up meetings for negotiations or terminate the process. The evaluation team shall always seek award to the vendor offering the best value to HCC in accordance with the factors listed in Texas Education Code, Section 44.031(b). All HCC employees shall conduct evaluations in an ethical and fair manner. If the evaluation team recommends award without further negotiation, the Buyer will proceed with finalizing the award.

When an award requires final approval by either the Chancellor or the Board of Trustees, a Summary of Procurement will be prepared by Procurement Operations. For Board approvals, Procurement Operations will prepare a summary of procurement and the requesting department will prepare a Board Action Item and submit it to Procurement Operations. Both documents will be

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>77</td>
</tr>
</tbody>
</table>
forwarded to Board Services by Procurement Operations. Procurement Operations will maintain these documents along with an abstract of bids in the Procurement Operations contract file.

5.3.2.8. Negotiations/Best and Final Offer (BAFO)

The Buyer will facilitate all negotiations between the requesting department and the proposer. All proposers will be given fair and equitable treatment with respect to any opportunity for negotiation and revision of proposals, including the submission of a “Best and Final Offer” (BAFO). At the point where negotiations are complete, the Buyer will request qualified proposers to submit a BAFO by a specified date and to a specified location. The BAFO must allow the proposer to:

- modify the initial offer;
- update pricing; and
- include any added inducements that will improve the overall score in accordance with the evaluation.

The Buyer and the evaluation team will review the BAFOs and proceed with finalizing the award.

5.3.2.9. Award

Once the award is determined by the evaluation team, the Buyer will proceed with finalizing the award. The evaluation team shall always seek award to the vendor offering the best value to HCC in accordance with the factors listed in Texas Education Code, Section 44.031(b). All HCC employees shall conduct evaluations in an ethical and fair manner.

When an award requires final approval by either the Chancellor or the Board of Trustees, a Summary of Procurement will be prepared by Procurement Operations. For Board approvals, Procurement Operations will prepare a summary of procurement and the requesting department will prepare a Board Action Item and submit it to Procurement Operations. Both documents will be forwarded to Board Services by Procurement Operations. Procurement Operations will maintain these documents along with an abstract of bids in the Procurement Operations contract file.

5.3.2.10. Contract Management

Procurement Operations will be responsible for maintaining documentation of vendor performance, as required, utilizing criteria such as terms, price, quality, delivery, timeliness and service level.
College departments or offices will provide feedback pertaining to the awarded vendor’s performance. A vendor that does not meet the requirements of the awarded contract will be determined to be non-compliant.

Procurement Operations will notify the vendor, in writing, of any problem requiring immediate corrective action. If no satisfactory corrective action is received, the vendor will be considered to be in breach of contract and the contract may be terminated, and the vendor may be disqualified from future solicitations.

5.3.2.11. Contract Cancellation

A contract may be terminated in accordance with its terms. If the terms do not specify a basis for termination, the contract may be terminated with or without cause by HCC giving a thirty (30) day prior written notice to the legal address of the contractor. All contract cancellations are issued by Procurement Operations.

5.3.2.12. IFP Award Cancellation

In the event the awarded vendor fails to honor its contract, the responsible Buyer shall obtain a written acknowledgment to this effect from the awarded vendor. Noncompliance by the vendor will result in forfeiture of the bid bond, if one was required. The award may be given to another proposer through further negotiation or HCC may reject all proposals and re-bid the procurement.

5.3.2.13. Summary of Procurement

A Summary of Procurement will be provided to the requesting department. If Board approval of the solicitation is required, the requesting department will use the Summary of Procurement to create a Board Action Item to assist in the justification of the purchase. The Board Action Item (created by the requesting department) shall be submitted to Board Services prior to agenda review. The Board Action Item must be signed by the required authorizing HCC representatives. Please refer to the Forms section of this manual.

5.3.3. Request for Proposals or RFP

A Request for Proposals is a competitive solicitation that allows for negotiation with the vendor. Construction projects may not be processed using the Request for Proposals process (except in the one-step process of contracting with a construction manager at risk).

5.3.3.1. Development of Specifications

Specifications and evaluation criteria will be developed and documented by the requesting department. Specifications, descriptive and technical, shall be written in a clear and detailed manner. The Buyer will review specifications and add or
remove information, as required, with input from the Requestor. Specifications should comply with the guidelines in Section 3.8, Standards for Quality Assurance and Specifications.

5.3.3.2. RFP Packet

The RFP packet will contain at least the following information:

- General Terms and Conditions
- Instruction to Proposers
- Proposal Form
- Certification and Disclosure Statement
- Specifications
- Evaluation Criteria
- Proposal Sheet for Price and Other Factors
5.3.3.3. Sample Evaluation Criteria
Request for Proposals will be evaluated using at least the below criteria as a guide:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Percentage Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and Experience of Firm</td>
<td>_______%</td>
</tr>
<tr>
<td>Business Data</td>
<td>_______%</td>
</tr>
<tr>
<td>Qualifications and Experience of Personnel</td>
<td>_______%</td>
</tr>
<tr>
<td>Project Understanding</td>
<td>_______%</td>
</tr>
<tr>
<td>Price</td>
<td>_______%</td>
</tr>
<tr>
<td>Small Business Participation</td>
<td>_______%</td>
</tr>
</tbody>
</table>

5.3.3.4. Vendor List
Because an RFP is a competitive solicitation of a specialized nature, the requesting department will provide a suggested vendor list. The Buyer of record may utilize the HCC Vendor Database and his/her experience and the particular common and current market trends to include additional vendors.

5.3.3.5. RFP Advertising
The RFP will be advertised twice in the local newspaper (The Houston Chronicle) - once a week for at least two weeks prior to the RFP due date.

5.3.3.6. Proposal Due Date
Proposals will be due on the deadline specified in the solicitation. Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time, and date set forth in the RFP documents will be considered late and will not be considered. Delivery of the proposal to the specified location is the sole responsibility of the proposer. Sealed proposals may be submitted by:

- hand-delivery to: Houston Community College Procurement Operations, 3100 Main Street, 11th Floor, Houston, Texas 77002, or
- mail to: Houston Community College, Procurement Operations, P.O. Box 667517, Houston, Texas 77266-7517, or

5.3.3.7. Pre-Proposal Conference
Unless otherwise stated in the solicitation document, attendance of prospective proposers at pre-proposal conferences is not mandatory.

5.3.3.8. Receipt and Tabulation of Proposals

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>81</td>
</tr>
</tbody>
</table>
The RFP responses will be date stamped and logged by Procurement Operations on or before the deadline specified in the solicitation. Proposals will be evaluated in accordance with the criteria set forth in the solicitation.

5.3.3.9. Proposal Evaluation

Procurement Operations will be responsible for convening an evaluation team composed of at least three (3) representatives of the requesting department or office. A representative of Procurement Operations will be present to coordinate this evaluation process. The evaluation committee shall always seek award to the vendor offering best value to HCC in accordance with the factors listed in Texas Education Code, Section 44.031(b). The evaluation committee shall conduct evaluations in an ethical and fair manner.

5.3.3.10. Contract Award

The Buyer will handle all negotiations. The requesting department or office will not negotiate because allowing more than one person to negotiate could jeopardize the process. All proposers will be given fair and equitable treatment with respect to any opportunity for negotiation and revision of proposals.

Once the award is determined by the evaluation team, the Buyer will proceed with finalizing the award. The evaluation team shall always seek award to the vendor offering the best value to HCC in accordance with the factors listed in Texas Education Code, Section 44.031(b). All HCC employees shall conduct evaluations in an ethical and fair manner.

When an award requires final approval by either the Chancellor or the Board of Trustees, a Summary of Procurement will be prepared by Procurement Operations. For Board approvals, the requesting department will prepare a Board Action Item. Procurement Operations will maintain these documents along with an abstract of bids in the Procurement Operations contract file.

5.3.3.11. Contract Management

Procurement Operations will be responsible for maintaining documentation of supplier performance, as required, utilizing criteria such as; terms, price, quality, delivery, timeliness and service level.

College departments shall provide feedback pertaining to the contractor’s performance. A vendor that does not meet the requirements of the contract will be determined to be non-compliant.

Procurement Operations will notify the vendor in writing, of any problem requiring immediate corrective action. If no satisfactory corrective action is received, the supplier/vendor will be considered to be in breach of contract and the contract may be terminated.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td></td>
<td></td>
<td>82</td>
</tr>
</tbody>
</table>
5.3.3.12. Summary of Procurement

A Summary of Procurement will be provided to the requesting department. If Board approval of the solicitation is required, the requesting department will use the Summary of Procurement to create a Board Action Item to assist in the justification of the purchase. The Board Action Item (created by the requesting department) shall be submitted to Board Services prior to agenda review. The Board Action Item must be signed by the required authorizing HCC representatives. Please refer to the Forms section of this manual.

5.3.4. Request for Qualification or RFQ

A Request for Qualifications (RFQ) is a solicitation that seeks a vendor based on qualifications that meet the overall criteria and specifications for the particular project. The selection and award must be based on demonstrated competence and qualifications to perform the services for a fair and reasonable price. RFQ is used for professional services only.

A RFQ for professional services will be solicited in a two-tier format:

- Step 1 - Qualification Process
- Step 2 - Submittal of cost/pricing information by the most highly qualified vendor.

A Request for Qualifications is a negotiated method of procurement. It is a Qualifications-based selection process. Price is not an evaluation factor and is considered only in Step 2. After selecting the most highly qualified firm, price negotiations occur with the top ranked firm only. If unable to negotiate a fair and reasonable price with the top ranked firm, negotiations are terminated and price negotiations begin with the next ranked firm. The process continues until fair and reasonable price is negotiated or the list is exhausted.

5.3.4.1. Development of Specifications

Specifications and qualifying criteria shall be developed by the requesting department. The Buyer will review the information and add/or delete information, as required, with input from the Requestor. Specifications should comply with the guidelines in Section 3.8, Standards for Quality Assurance and Specifications.

5.3.4.2. RFQ Documents

The RFQ packet will contain at least the following information:

- Invitation to Respondents
- Specifications

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective) Dated</td>
<td></td>
<td></td>
<td>83</td>
</tr>
</tbody>
</table>
• Evaluation Criteria

5.3.4.3. Sample Evaluation Criteria for RFQ

<table>
<thead>
<tr>
<th>Factor</th>
<th>Percentage Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Qualifications</td>
<td>______%</td>
</tr>
<tr>
<td>o Licensed professional team members.</td>
<td></td>
</tr>
<tr>
<td>o Experience of team members.</td>
<td></td>
</tr>
<tr>
<td>Organization and Project Methodology</td>
<td>______%</td>
</tr>
<tr>
<td>o Identity of Team members.</td>
<td></td>
</tr>
<tr>
<td>o Organization chart with lines of authority/responsibility.</td>
<td></td>
</tr>
<tr>
<td>o Methodology for analyzing and resolving issues.</td>
<td></td>
</tr>
<tr>
<td>Local Work Experience</td>
<td>______%</td>
</tr>
<tr>
<td>o Experience with HCC.</td>
<td></td>
</tr>
<tr>
<td>o Experience with other clients in the Houston area.</td>
<td></td>
</tr>
<tr>
<td>Project Understanding</td>
<td>______%</td>
</tr>
<tr>
<td>o Demonstrate knowledge of project requirements.</td>
<td></td>
</tr>
<tr>
<td>o Explain the elements of the project.</td>
<td></td>
</tr>
<tr>
<td>Past Performance Experience</td>
<td>______%</td>
</tr>
<tr>
<td>o HCC experience.</td>
<td></td>
</tr>
<tr>
<td>o Other clients.</td>
<td></td>
</tr>
<tr>
<td>Small Business Participation</td>
<td>______%</td>
</tr>
<tr>
<td>o HCC experience.</td>
<td></td>
</tr>
<tr>
<td>o Other clients.</td>
<td></td>
</tr>
</tbody>
</table>

5.3.4.4. Vendor List

A Request for Qualifications represents a solicitation of a specialized nature. Requestors shall provide a suggested vendor list. The vendor list may be revised by Procurement Operations.

5.3.4.5. RFQ Advertising

While there is no specific legal requirement for advertising in the RFQ process, typically the RFQ is advertised twice in the local newspaper (The Houston
(Chronicle) - once a week for at least two weeks prior to the date set for receiving qualification statements.

5.3.4.6. RFQ Due Date

Qualification Statements will be due on the deadline specified in the solicitation. Any statement, request for withdrawal, or modification of a statement that is not received at the designated location, time, and date set forth in the RFQ documents will be considered late and will not be considered. Delivery of the statement to the specified location is the sole responsibility of the Respondent. Sealed statements may be submitted by:

- hand-delivery to: Houston Community College Procurement Operations, 3100 Main Street, 11th Floor, Houston, Texas 77002, or
- mail to: Houston Community College, Procurement Operations, P.O. Box 667517, Houston, Texas 77266-7517, or

5.3.4.7. Receipt and Evaluation of Qualifications

The Qualification Statements will be date stamped and logged by Procurement Operations on or before the deadline specified in the RFQ solicitation document. Procurement Operations shall convene an evaluation team composed of, but not limited to, three (3) or more representatives of the requesting department. A representative of Procurement Operations will coordinate the evaluation process. The evaluation committee shall always seek award to the most qualified vendor based on demonstrated competence and qualifications to perform the services for a fair and reasonable price. The evaluation team shall conduct evaluations in an ethical and fair manner.

5.3.4.8. Contract Award

The selection of vendor will be dependent on a consensus among the evaluation committee. The most qualified candidate shall be chosen on the basis of demonstrated competence and qualifications, and that services shall be provided at a fair and reasonable price. With Board approval, Procurement Operations will negotiate with the most qualified vendor. If a satisfactory contract cannot be negotiated, HCC shall end negotiations in writing and enter into negotiations with the next ranked most highly qualified vendor.

5.3.4.9. Contract Management

Procurement Operations will be responsible for maintaining documentation of vendor performance, as required, utilizing criteria such as; terms, price, quality, delivery, timeliness and service level.
College departments or offices shall provide feedback pertaining to the contractor’s performance. A vendor that does not meet the requirements of the contract will be determined non-compliant.

Procurement Operations shall notify the vendor in writing, of any problem requiring immediate corrective action. If no satisfactory corrective action is received, the contractor will be considered to be in breach of contract and the contract may be terminated, and the vendor may be disqualified from future procurements.

5.3.4.10. Summary of Procurement

A Summary of Procurement will be provided to the requesting department. If Board approval of the solicitation is required, the requesting department will use the Summary of Procurement to create a Board Action Item to assist in the justification of the purchase. The Board Action Item (created by the requesting department) shall be submitted to Board Services prior to agenda review. The Board Action Item must be signed by the required authorizing HCC representatives. Please refer to the Forms section of this manual.

5.3.5. Sole Source

Procurement without competition is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process. An item is considered “sole source” when it is available from only one source, including:

- an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
- a film, manuscript, or book;
- a utility service, including electricity, gas, or water; and a captive replacement part or component for equipment.

However, an item is not a sole source item if it is mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

5.3.5.1. Justification of Sole Source

HCC recognizes that there may be instances when sole source purchases must be made, but such purchases must be appropriately justified. Each justification shall contain written sufficient facts and rationale to justify the need for some feature of characteristic (specification) that is unique to the requested product or service that cannot be provided by any other vendor's product or service. The written justification, signed by the Requestor or other authorized individual, must
be forwarded to Procurement Operations and must contain at least the following elements:

- Identification of the unique feature(s) or character(s)/specification(s) of the request product that will serve as the basis for the sole source justification.

- An explanation of the need for the unique specifications. This explanation must address the critical importance of the unique specifications to the intended use of the product or service.

- A reason stating why a competitor’s product is not satisfactory. This section must relate to the explanation of need for the unique specifications and should serve to support a finding that the stated need cannot be met with competing products. Sufficient detail must be included to show that the marketplace has been canvassed to locate acceptable competitive products.

- A memo from the Requestor stating that the product or service is exclusively sold by the vendor and cannot be purchased from any others. The written justification is not a justification to purchase. The law does not require that the decision to purchase products and services be justified. It is a justification of the need for something that is unique about the product or service that precludes competition. If there are two or more products that are acceptable, preserving the competitive solicitation environment will help ensure that HCC receives the best value.

If a sole source purchase is justified, the request should be processed accordingly, rather than using a competitive solicitation and then attempting to disqualify bids received on other products. Because purchasing files are subject to the Texas Public Information Act, the use of sole source purchase procedure must withstand critical scrutiny. Justifications must be objective and must avoid statements that cannot be substantiated.

5.3.5.2. Excluded Reasons for Sole Source

The following reasons to justify a sole source purchase will NOT be accepted:

- Price
- competing products are not satisfactory
- Subjective statements regarding product quality

5.3.6. Emergency Purchases

There are two types of emergency purchases:

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>87</td>
</tr>
</tbody>
</table>
The first type is one defined by state law as a procurement that bypasses the procurement process mandated by state law because of the existence of an emergency. Accordingly, it is imperative that the details of a claimed emergency are documented because the purchase contract may be declared void if determined not to be an emergency under state law.

The second type is a situation that requires immediate action that may bypass local procurement requirements, but does not bypass any state requirement.

5.3.6.1. Definition of Emergency
An emergency is a sudden and unexpected occurrence which requires immediate action by HCC because of an imminent threat to public health or safety or a reasonably unforeseeable situation, including but not limited to, a catastrophe or natural disaster that creates a circumstance where HCC property, equipment, a college facility, or portion of a college facility is destroyed, severely damaged, or experiences a major unforeseen operational or structural failure, and the HCC board of trustees, or designee, determines that the delay posed by using one of the applicable purchasing methods would prevent or substantially impair the conduct of classes or other essential college activities.

5.3.6.2. Justification of an Emergency
For either type of emergency noted above, any requisition claiming an emergency shall provide detailed information on the goods and/or services needed, and the Requestor must provide justification for the emergency purchase. The requisition may be faxed to Procurement Operations and must be followed by an original requisition. Procurement Operations will issue a confirming order to the Vendor. The Requestor shall obtain a packing list and/or delivery document and will forward it to the receiving department for processing. The Director of Procurement Operations will determine whether an emergency exists unless state law requires that the Board of Trustees make such determination.

5.3.6.3. Board Declaring an Emergency
In accordance with Texas Education Code 44.031(h), the HCC Board of Trustees must make a determination that the delay posed by the purchasing methods provided for in Education Code 44.031 would prevent or substantially impair the conduct of classes or other essential school activities. Once such a declaration is made, HCC may then contract for the replacement or repair of the equipment, school facility, or the part of the school facility by the most expedient method available in the best interest of HCC.
If necessary, in accordance with Texas Education Code 44.0312(c), and notwithstanding any other provision of the Education Code, in the event of an emergency, the board may also delegate to the chancellor or designated person the authority to contract for the replacement, construction, or repair of school equipment or facilities if emergency replacement or repair is necessary for the health and safety of HCC students and staff.

If necessary, the HCC Board of Trustees may bypass the 72-hour notice provisions of the Texas Open Meetings Act, to take such action by posting a notice of a meeting for at least two hours before the meeting is convened. The notice shall clearly identify the emergency for each item in the notice. Additionally, the notice of an emergency meeting must be given to members of the news media not later than one hour before the meeting (if they have previously requested special notice and agreed to reimburse the district for any additional costs.

5.3.6.4. Executive Director of Procurement Operations Declaring an Emergency

The second type of emergency requires only that the emergency purchase is justified to the Executive Director of Procurement Operations. For example, if windows are broken at a campus by vandals, an immediate need exists to not only secure the building, but also to protect the contents from damage by the elements. This type of emergency purchase requires the immediate acquisition of goods or services to repair damage to the facility to protect property and persons, but there is no specific state law requirement that must be bypassed to meet the urgent need (e.g., not over $50,000). After purchases of this type are made, a purchase order should be issued after the fact on the next business day. Should a purchase order be issued after the fact, on the next business day, care should be taken that emergency purchases do not result from improper planning rather than from a true emergency. It is important that HCC attempts to eliminate emergency purchases for non-emergency situations as much as possible and requires that all emergency purchases be fully justified.
ARTICLE 6.  COOPERATIVE PROCUREMENT

6.1.  Types of Cooperative Procurement

Interlocal Agreement - Texas Government Code Chapter 791 (Interlocal Cooperation Act) allows local governments to purchase goods and services using contracts from other local governments, councils of governments, the state or state agencies that have been competitively procured. This includes the ability to purchase computer-related equipment from the Texas Department of Information Resources (DIR)-contracted vendors.

Several laws allow local governments to purchase goods and services using contracts competed previously by the state or other governments. They include:

- State Contract - Local Government Code Sections 271.081 through 271.083 established a local government purchasing program through the Texas Building and Procurement Commission (TBPC). The TBPC’s procurement program allows local governments such as community colleges to purchase goods and services from vendors with which the state has entered into contracts as a result of competitive bidding procedures. These are referred to as State Contract purchases.

- Interlocal Agreement - Texas Government Code Chapter 791 (Interlocal Cooperation Act) allows local governments to purchase goods and services using contracts from other local governments, councils of governments, the state or state agencies that have been competitively procured. This includes the ability to purchase computer-related equipment from the Texas Department of Information Resources (DIR)-contracted vendors.

- Catalog Purchase - Texas Government Code Section 2151 allows purchasing automated information services from approved vendors based on their catalog prices and negotiations. Automated information services include: (a) the computers on which they are automated; (b) a service related to the automation of information systems or the computers on which they are automated, including computer software, covered by the Information Resources Management Act; or (c) any telecommunications apparatus or device that serves as a component of a voice, data, or video communications network for the purpose of transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on that network.

6.2.  Fees Under Cooperative Procurement Contracts

- For any of the above-noted cooperative contracts valued at $25,000 or greater, HCC is required by Texas Education Code §44.0331 to document
any contract-related fee, including any management fee, along with the purpose of the fee. On an annual basis, the amount, purpose, and disposition of any such fee must be presented in a written report, listed as a board meeting agenda item and submitted in an open public meeting to the HCC Board of Trustees.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>91</td>
</tr>
</tbody>
</table>
6.2.1. State Contract - Texas Building and Procurement Commission (TBPC)

A State Contract is a method of procurement established in accordance with Local Government Code Chapter 271 Subchapter D, State Cooperation in Local Purchasing Programs, whereby HCC may, through the adoption of a resolution by the HCC Board of Trustees, participate in procurements for goods through the State of Texas via the Texas Building and Procurement Commission (TBPC). State Contract is compliant with state law requiring HCC to seek competitive bids for the purchase of an item.

6.2.2. Interlocal Agreement

An interlocal agreement is a contract authorized by Texas Local Government Code §791.001 et seq. (the “Interlocal Cooperation Act”) between two or local governments (including a federally recognized Indian tribe in Texas listed under 25 USC §479a-1) to either study the feasibility of the performance of a governmental function or service by interlocal agreement, or to provide a governmental function or service that each party to the agreement is authorized to perform individually. In other words, it allows HCC to enter into an interlocal agreement with another local government (or Indian tribe) to perform governmental functions and services for example, sharing or "piggy backing" competitive solicitations issued by another local government.

The HCC Board of Trustee has authorized the Chancellor to approve of contracts up to $50,000 necessary and appropriate for the ongoing operations of HCC in accordance with state law. Interlocal agreements entered into by HCC and another local governments must state the purpose, terms, rights, and duties of the contracting parties; and specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

The contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract. An interlocal contract may have a specified term of years and may be renewed. Interlocal contracts between a governmental entity and a purchasing cooperative may not be used to purchase engineering or architectural services.

6.2.3. Catalog Purchase – Catalog Information Systems Vendor (CISV) and Department of Information Resources (DIR)

In accordance with the authority in Texas Education Code §44.031(i) and Texas Government Code Chapters 2054 and 2157, HCC will acquire computers and computer-related equipment, including computer software and peripherals,
through DIR State Catalogue Purchasing Program (commonly referred to as a “catalog purchase”).

HCC is allowed to participate in the DIR purchasing program through the HCC Board of Trustees’ adoption and filing of the same resolution that approved HCC’s participation in State Contracts. This method of procurement is compliant with state law requiring HCC to seek competitive bids for the purchase of an item. See Tex. Atty. Gen Op. DM-350.

A catalogue purchase or lease shall, when possible, be based on an evaluation of a least three catalogue proposals made by qualified information systems vendors. If three proposals are not evaluated, HCC shall document the reasons for making the purchase or lease.
ARTICLE 7.  CONSTRUCTION SERVICES

7.1.  General Requirements

Construction contracts and the procurement of construction services have many requirements that vary from ordinary procurements. As such, they are treated separately here.

7.1.1. Facilities Department Review

All solicitations and construction contracts must be submitted to the Facilities Department for review prior to work being performed. All construction contracts will be awarded after completion of the competitive solicitation process. All terms and conditions in the contract shall comply with the terms and conditions of the competitive solicitation.

7.1.2. Best Value Determination

In accordance with Texas Education Code 44.035(a), if the HCC Board of Trustees is considering a contract for Construction Services using a method described below, before advertising the Board must determine which method provides the best value to HCC.

7.1.3. Selection Criteria Generally

In accordance with Texas Education Code 44.035(b), and except as otherwise provided in Subchapter B of Chapter 44, Texas Education Code, HCC shall base its selection on the criteria authorized to be used under Texas Education Code 44.031(b), as follows:

- the purchase price;
- the reputation of the vendor and of the vendor's goods or services;
- the quality of the vendor's goods or services;
- the extent to which the goods or services meet HCC's needs;
- the vendor's past relationship with HCC;
- the impact on the ability of HCC to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to HCC to acquire the vendor's goods or services; and
- any other relevant factor specifically listed in the request for bids or proposals.
In accordance with Texas Education Code 44.035(b), HCC shall publish in the IFB, IFP, or RFQ the criteria that will be used to evaluate the offerors and the relative weights given to the criteria.

In accordance with Texas Education Code 44.035(c), HCC shall document the basis of its selection and shall make the evaluations public not later than the seventh (7\textsuperscript{th}) day after the date the contract is awarded.

7.1.4. Signature Authority

The HCC Board of Trustees must approve all contracts valued at over $50,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to $50,000.00; the Chancellor at any time may delegate his/her authority to an appropriate HCC administrator. Subject to the policies and procedures required in the Procurement Operations Manual, all other Vice Chancellors and College Presidents are authorized to initiate and execute contracts valued up to $25,000.00. All contracts shall be executed in accordance with HCC policy and procedures.

7.1.5. Legal Review

All contracts over $50,000.00 are subject to legal review by the HCC General Counsel prior to approval by the Board of Trustees. Competitive Solicitations may also require review by either or both the General Counsel and the HCC Small Business Representative/Compliance Officer prior to release, at their respective discretion. Any time such a Competitive Solicitation is proposed, both the HCC General Counsel and the HCC Small Business Representative should be given the opportunity to review.

7.2. Methods of Procurement

In accordance with Texas Education Code 44.031, except as otherwise provided in Subchapter B of Chapter 44, Texas Education Code, all HCC construction contracts, except contracts for the purchase of produce or vehicle fuel, valued at $50,000 or greater in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value to HCC:

- Competitive Bidding
- Competitive Sealed Proposals
- Design-Build
- Construction Manager at Risk
- Construction Manager-Agent
- Job Order Contracts
A contract for Construction Services shall be issued upon approval of bid award by the Board of Trustees. The Contract shall specify all terms and conditions as stated in the bid award. Except to the extent prohibited by law, consistent with these policies and procedures, HCC may use competitive bidding to select a contractor to perform construction, rehabilitation, alteration or repair services for a facility.

7.2.1. Procurement of Architect/Engineering/Land Surveying Services (Request For Qualifications)

To the extent that any Construction Services procurement includes the procurement of architect, engineering or land surveying services, such services are considered professional services under the Texas Professional Services Procurement Act, Government Code, Chapter 2254 (“PSPA”) and must be procured in accordance with the PSPA. Such services shall be procured in accordance with Section 5.3.4 in this manual. If such services are provided by a qualified HCC employee, they need not be procured.

7.2.2. Competitive Bidding

Such services shall be procured the same as an IFB in accordance with Section 5.3.1 in this manual, provided that, when procuring Construction Services through competitive bidding the following also apply (or supersede):

- HCC is not required to consider all of the Texas Education Code §44.031(b) factors, but rather, in accordance with Texas Education Code §44.040(d), the selection criteria “may” include the factors listed in 44.031(b);
- HCC shall select or designate an engineer or architect (in accordance with Section 7.2.1 herein unless such person is an HCC employee), who has full responsibility for complying with the applicable provisions of Chapter 1001 and Chapter 1051, Occupations Code, to prepare construction documents for the project (subject to HCC legal review by the HCC General Counsel or assigned outside counsel).
- The only parts of Subchapter B, Chapter 271 of the Local Government Code that apply to competitive bidding for Construction Services are:
  - Section 271.026 (bids opened at public meeting or government office);
  - Section 271.027(a) (HCC may reject all bids); and
  - Section 271.0275 (can consider safety record of bidder).
7.2.3. Competitive Sealed Proposal

Such services shall be procured the same as an IFP in accordance with Section 5.3.2 in this manual, provided that, when procuring Construction Services through competitive sealed proposals, the following also apply (or supersede):

- HCC is not required to consider all of the Texas Education Code §44.031(b) factors, but rather, in accordance with Texas Education Code §44.039(g), in determining best value, HCC “may” include the factors listed in 44.031(b);

- HCC shall select or designate an engineer or architect (in accordance with Section 7.2.1 herein unless such person is an HCC employee), who has full responsibility for complying with the applicable provisions of Chapter 1001 and Chapter 1051, Occupations Code, to prepare construction documents for the project (subject to HCC legal review by the HCC General Counsel or assigned outside counsel).

- HCC shall provide or contract for, independently of the contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by HCC. HCC shall select those services for which it contracts in accordance with the PSPA, Section 2254.004, Government Code, and shall identify them in the IFP.

- HCC shall prepare an IFP that includes construction documents, selection criteria, estimated budget, project scope, schedule, and other information that contractors may require to respond to the IFP. HCC shall state in the IFP the selection criteria that will be used.

- HCC shall receive, publicly open, and read aloud the names of the offerors. Within 45 days after the date of opening the proposals, HCC shall evaluate and rank each proposal submitted in relation to the published selection criteria.

- HCC shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation. The district shall first attempt to negotiate a contract with the selected offeror. HCC and its engineer or architect may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If HCC is unable to negotiate a contract with the selected offeror, HCC shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
7.2.4. Design-Build

This method is unique to Construction Services and results in a single contract with a design-build firm or team for the design and construction of a facility. This method may be used for the construction, rehabilitation, alteration, or repair of a facility.

7.2.4.1. HCC-Designated Independent Architect or Engineer

HCC shall designate an engineer or architect independent of the design-build firm to act as its representative for the duration of the work on the facility. If HCC’s engineer or architect is not an HCC full-time employee, any engineer or architect designated shall be selected on the basis of demonstrated competence and qualifications in accordance with Section 2254.004, Government Code.

Following selection of a design-build firm, that firm’s engineers or architects shall complete the design, submitting all design elements for review and determination of scope compliance to the HCC-designated independent engineer or architect before or concurrently with construction.

7.2.4.2. Independent Inspection Services

If needed for the project (as determined by HCC), HCC shall provide or contract for, independently of the design-build firm, the inspection services (example: soil testing), the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by HCC. HCC shall select those services for which it contracts in accordance with the PSPA, Section 2254.004, Government Code.

7.2.4.3. RFQ (including Design Criteria Package)

HCC shall prepare a RFQ that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. HCC shall also prepare the Design Criteria Package that includes more detailed information on the project. If the preparation of the Design Criteria package requires engineering or architectural services that constitute the practice of engineering within the meaning of Chapter 1001, Occupations Code, or the practice of architecture within the meaning of Chapter 1051, Occupations Code, those services shall be provided in accordance with the applicable law.

7.2.4.4. Two Phase Evaluation of Qualification Statements

HCC shall evaluate statements of qualifications and select a design-build firm in two phases:
- **Phase One** - In phase one, HCC shall prepare an RFQ and evaluate each offeror's experience, technical competence, and capability to perform, the past performance of the offeror's team and members of the team, and other appropriate factors submitted by the team or firm in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted. Each offeror must certify to HCC that each engineer or architect that is a member of its team was selected based on demonstrated competence and qualifications, in the manner provided by the PSPA, Section 2254.004, Government Code. HCC shall qualify a maximum of five offerors to submit additional information and, if HCC chooses, to interview for final selection.

- **Phase Two** - In phase two, HCC shall evaluate the information submitted by the offerors on the basis of the selection criteria stated in the RFQ and the results of any interviews. HCC may request additional information regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the offeror to meet schedules, costing methodology, or other factors as appropriate. HCC may not require offerors to submit detailed engineering or architectural designs as part of the proposal. HCC shall rank each proposal submitted on the basis of the criteria set forth in the RFQ. HCC shall select the design-build firm that submits the proposal offering the best value for HCC on the basis of the published selection criteria and on its ranking evaluations. HCC shall first attempt to negotiate a contract with the selected offeror. If HCC is unable to negotiate a satisfactory contract with the selected offeror, HCC shall, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.

### 7.2.4.5. Signed and Sealed Set of Construction Documents

The design-build firm shall supply a signed and sealed set of construction documents for the project to HCC at the conclusion of construction.

### 7.2.4.6. Payment and Performance Bonds

Payment and Performance Bonds are required for a Design-Build Contract. However, a payment or performance bond is not required for, and may not provide coverage for, the portion of a design-build contract that includes design services only. If a fixed contract amount or guaranteed maximum price has not been determined at the time a design-build contract is awarded, the penal sums of the performance and payment bonds delivered to HCC must each be in an

<table>
<thead>
<tr>
<th>Issue Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>99</td>
</tr>
</tbody>
</table>
amount equal to the project budget, as specified in the Design Criteria Package. The design-build firm shall deliver the bonds not later than the 10th day after the date the design-build firm executes the contract unless the design-build firm furnishes a bid bond or other financial security acceptable to HCC to ensure that the design-build firm will furnish the required Performance Bond and Payment Bond when a guaranteed maximum price is established.

7.2.5. Construction Manager-at-Risk (“CM at Risk”)
This method is unique to Construction Services and results in a contractor who assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the school district regarding construction during and after the design of the facility.

7.2.5.1. Independent Architect or Engineer
Before or concurrently with selecting a CM at Risk, HCC shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the engineer or architect is not a full-time HCC employee, HCC shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by the PSPA, Section 2254.004, Government Code.

HCC’s engineer, architect, or construction manager-agent for a project may not serve, alone or in combination with another, as the CM at Risk unless the engineer or architect is hired to serve as the CM at Risk under a separate or concurrent procurement.

The HCC selected engineer or architect may, at HCC’s discretion, still provide customary construction phase services under the engineer's or architect's original professional service agreement in accordance with applicable licensing laws.

7.2.5.2. Independent Inspection Services
If needed for the project (as determined by HCC), HCC shall provide or contract for, independently of the CM at Risk, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by HCC. HCC shall select those services for which it contracts in accordance with the PSPA, Section 2254.004, Government Code.

7.2.5.3. One or Two-Step Selection Process
HCC shall select the CM at Risk in either a one-step (RFP) or two-step (RFQ) process. In either process, HCC shall prepare a Solicitation that includes:

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
- Statement as to whether the selection process is a one-step or two-step process
- General information on the project site
- Project scope
- Schedule
- Estimated budget
- Time and place for receipt of proposals or qualifications, as applicable
- Other information that may assist HCC in its selection, and
- Selection criteria, which may include the offeror's:
  - Experience
  - Past performance
  - Safety record
  - Proposed personnel and methodology, and
  - Other appropriate factors that demonstrate the offeror's capability.

- **If Using a One-Step Process** – HCC shall prepare the Solicitation as an RFP. In addition to the above, the RFP may request proposed fees and prices for fulfilling the general conditions.

- **If Using a Two-Step Process** – HCC shall prepare the Solicitation as an RFQ. The RFQ shall request the information above, but shall not request fees or prices in step one. In step two, HCC may request that five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the CM at Risk's proposed fee and its price for fulfilling the general conditions.

At each step, HCC shall receive, publicly open, and read aloud the names of the offerors. At the appropriate step (Step One for an RFP) (Step Two for an RFQ), HCC shall also read aloud the fees and prices, if any, stated in each proposal as the proposal is opened.

Within 45 days after the date of opening the proposals, HCC shall evaluate and rank each proposal submitted in relation to the criteria set forth in the Solicitation.

HCC shall select the offeror that submits the proposal that offers the best value for HCC based on the published selection criteria and on its ranking evaluation. HCC shall first attempt to negotiate a contract with the selected offeror. If HCC is unable to negotiate a satisfactory contract with the selected offeror, HCC shall, formally and in writing, end negotiations with that offeror and proceed to
negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.

7.2.5.4. Competitive Solicitations by Selected CM at Risk

The selected CM at Risk shall publicly advertise, in accordance with Texas Education Code Section 44.031(g), and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions.

The selected CM at Risk may seek to perform portions of the work itself if the CM at Risk submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if HCC determines that the CM at Risk’s bid or proposal provides the best value for HCC.

The CM at Risk and HCC, or its designated representative, shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the CM at Risk, engineer, architect, or HCC. All bids or proposals shall be made public after the award of the contract or within seven days after the date of final selection of bids or proposals, whichever is later.

If the CM at Risk reviews, evaluates, and recommends to HCC a bid or proposal from a trade contractor or subcontractor but HCC requires another bid or proposal to be accepted, HCC shall compensate CM at Risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the CM at Risk may incur because of HCC’s requirement that another bid or proposal be accepted.

If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the CM at Risk may, without advertising, itself fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

7.2.5.5. Payment and Performance Bonds

If a fixed contract amount or guaranteed maximum price has not been determined at the time the contract is awarded, the penal sums of the Performance and Payment Bonds delivered to HCC must each be in an amount equal to the project budget, as specified in the RFP or RFQ. The CM at Risk shall deliver the bonds not later than the 10th day after the date the CM at Risk executes the contract unless the CM at Risk furnishes a bid bond or other financial security acceptable to HCC to ensure that the CM at Risk will furnish the required Performance and Payment Bonds when a guaranteed maximum price is established.
7.2.6. Construction Manager Agent ("CMA")

This method is unique to Construction Services and results in a construction manager who represents HCC in a fiduciary capacity in providing consultation to HCC regarding construction, rehabilitation, alteration, or repair of a facility. The contract may require the CMA to provide administrative personnel, equipment, on-site management, and other services specified in the contract.

7.2.6.1. Independent Architect or Engineer

Before or concurrently with selecting a CMA, HCC shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the engineer or architect is not a full-time HCC employee, HCC shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by the PSPA, Section 2254.004, Government Code.

HCC’s engineer or architect may not serve, alone or in combination with another person, as the CMA unless the engineer or architect is hired to serve as the CMA under a separate or concurrent procurement. HCC’s engineer or architect may still provide customary construction phase services under the engineer's or architect's original professional service agreement in accordance with applicable licensing laws.

7.2.6.2. Independent Inspection Services

If needed for the project (as determined by HCC), HCC or the selected CMA shall procure, in accordance with the PSPA, Section 2254.004, Government Code, all of the testing of construction materials engineering, the inspection services, and the verification testing services necessary for acceptance of the facility by HCC.

7.2.6.3. RFQ

HCC shall select a CMA on the basis of demonstrated competence and qualifications in the same manner as provided for the selection of engineers or architects under the PSPA, Section 2254.004, Government Code.

7.2.6.4. Selection of Other Contractors

If HCC uses the CMA method, HCC must then procure the remaining Construction Services in accordance with this Article 7.

7.2.7. Job Order Contracts or JOC

This method is unique to Construction Services and is limited to contracts for the minor construction, repair, rehabilitation, or alteration of a facility if the work is of
a recurring nature but the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks. Contracts may be awarded to one or more JOC contractors in connection with each Solicitation. In any event, contracts awarded must provide the best value to HCC and shall consider all of the factors listed in Texas Education Code §44.031(b). The Board shall establish a dollar limit for each JOC procurement as it arises.

7.2.7.1. Request for JOC Proposals

In the request for JOC proposals, HCC may require offerors to submit additional information besides rates, including experience, past performance, and proposed personnel and methodology.

HCC may also establish contractual unit prices for a job order contract by either:

- Specifying one or more published construction unit price books and the applicable divisions or line items; or
- Providing a list of work items and requiring the offerors to bid or propose one or more coefficients or multipliers to be applied to the price book or work items as the price proposal.

The base term of a job order contract is for the period, and with any renewal option, that HCC sets forth in the request for proposals. If HCC fails to advertise that term, the base term may not exceed two (2) years and is not renewable without further advertisement and solicitation of proposals.

7.2.7.2. Advertisement

Solicitations will be advertised twice in the local newspaper (The Houston Chronicle) – once a week for at least two weeks prior to the bid opening date.

7.2.7.3. Pre-Proposal Conference

Unless otherwise stated in the solicitation document, attendance of prospective offerors at a pre-proposal conference is not mandatory.

7.2.7.4. Proposal Due Date

Proposals will be due on the deadline specified in the solicitation. Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time, and date set forth in the JOC proposal documents will be considered late and will not be considered. Delivery of the proposal to the specified location is the sole responsibility of the proposer. Sealed proposals may be submitted by:

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>104</td>
</tr>
</tbody>
</table>
• hand-delivery to: Houston Community College Procurement Operations, 3100 Main Street, 11th Floor, Houston, Texas 77002, or
• mail to: Houston Community College, Procurement Operations, P.O. Box 667517, Houston, Texas 77266-7517, or

7.2.7.5. Receipt and Tabulation of Bid

Upon receipt, sealed bids will be date stamped and logged by Procurement Operations on or before the deadline specified in the solicitation. The bid opening shall be attended by a minimum of two (2) employees of Procurement Operations. Vendors may attend as well. Bids will be publicly opened on the date specified in the solicitation, and will be recorded and tabulated by the Buyer.

7.2.7.6. Bid Evaluation and Award

Contracts may be awarded to one or more JOC contractors in connection with each Solicitation. Proposals will be evaluated by an evaluation team composed of at least three (3) selected team members from other HCC departments or Colleges. The evaluation team shall always seek award to the vendor offering the best value to HCC in accordance with the factors listed in Texas Education Code, Section 44.031(b). All HCC employees shall conduct evaluations in an ethical and fair manner.

When an award requires final approval by either the Chancellor or the Board of Trustees, a Summary of Procurement will be prepared by Procurement Operations. For Board approvals, Procurement Operations will prepare a summary of procurement and the requesting department will prepare a Board Action Item and submit it to Procurement Operations. Both documents will be forwarded to Board Services by Procurement Operations. Procurement Operations will maintain these documents along with an abstract of bids in the Procurement Operations contract file.

7.2.7.7. Job Orders

Once awards are made, an individual order for a job or project under the job order contract must be signed by HCC and the contractor. The order may be a fixed price, lump-sum contract based substantially on contractual unit pricing applied to estimated quantities or may be a unit price order based on the quantities and line items delivered.

7.2.7.8. Payment and Performance Bonds

The contractor shall provide Payment and Performance Bonds in the same manner as stated in the Definitions section (Section 1.7) herein, based on the amount or estimated amount of any order.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
</tr>
</tbody>
</table>
7.2.7.9. Architect or Engineering Services

If a job order contract or an order issued under the contract requires engineering or architectural services that constitute the practice of engineering within the meaning of Chapter 1001, Occupations Code, or the practice of architecture within the meaning of Chapter 1051, Occupations Code, HCC shall select or designate an architect or engineer to prepare the construction documents for the facility project. If the architect or engineer is not a full-time HCC employee, HCC shall select the architect or engineer on the basis of demonstrated competence and qualifications as provided by the PSPA, Section 2254.004, Government Code.
ARTICLE 8.  CONTRACTS

8.1.  General Requirements

Contracts administered by Procurement Operations include two basic types of contracts – Procurement Contracts and Revenue Generating Contracts, as described below. All such contracts shall adhere to the following general requirements:

- **Multi-Year Contracts** – A multi-year contract is not authorized unless the multi-year term has received specific approval by the Board of Trustees. A solicitation must specify whether or not a multi-year contract may be awarded. A multi-year contract must contain provisions that allow for termination by HCC upon ninety (90) days or less prior written notice at any time or contains a non-appropriations clause that includes a statement that the contract will be paid only from current revenues and that it may be terminated at the end of HCC’s fiscal year for non-appropriation of funds. Additionally, such contracts are subject to an annual administrative review to determine if the contract must be terminated for non-appropriation or other reasons stated in the contract.

- **Modification to Contracts** - Any changes shall be processed through a document known as a "Contract Modification" that specifies: reason for the change, requested by (name), date of request and dollar amount, if applicable. The modification process will be generated through a memorandum and/or a requisition issued by the Requestor and approved by the budget authority of the requesting area. The request shall specify in detail the changes to be integrated into the contract document. Upon review, the contract modification will be issued by Procurement Operations, signed by the contractor and the Executive Director, Procurement Operations or designee. The contract modification document will be attached to the original contract and a copy issued to Accounts Payable, the requesting department, and the contractor.

- **Legal Review** - All contracts over $25,000.00 may be subject to legal review by the HCC General Counsel, at the discretion of the HCC General Counsel, prior to approval by the Board of Trustees. Solicitations may also be reviewed by HCC General Counsel and the HCC Small Business Representative prior to release.

- **Signature Authority** - Subject to the policies and procedures required in the Procurement Operations Manual, Vice Chancellors and College Presidents are authorized to initiate and execute contracts valued up to $25,000.00. The Chancellor or designee signs all Contracts over $25,000.00.
$10,000.00 and up to $50,000.00. All contracts in excess of $50,000.00 require approval by the HCC Board of Trustees.

- **Board Approved Contracts** - A Board Action Item must be prepared by the requesting department through the office of the President or Vice Chancellor of the area prior to the deadline to submit Board Agenda items. The Board of Trustees Committee will review the agenda items prior to approval at the monthly Board meeting. A copy of the Board Action Item shall be provided to Procurement Operations for placement in the contract file. Procurement Operations will prepare a Summary of Procurement as an Action Item attachment.

- **Payment Issues** – Payment issues should be directed to the Accounts Payable Department.

**8.1.1. Procurement Contracts**

These are contracts that have been awarded based on some type of procurement process conducted through Procurement Operations, including:

- Commodities
- Services
- Consultants
- Grant Purchases
- Construction Services

**8.1.1.1. Commodities/Services Contracts**

Contracts for Commodities or Services may vary depending on the type of procurement used to acquire the Commodities (for example: catalog purchases, State Contract, competitive bidding, request for proposals).

**8.1.1.2. Consultant Agreements**

Contracts for consulting services shall be issued prior to services rendered and must be submitted to Procurement Operations for advance review. In selecting a Consultant, the responsible college president or department head shall base the choice on demonstrated competence, knowledge, qualifications, and on the reasonableness of the proposed fee. All contracts shall specify the nature of the service, dollar amount, and any special payment requirements. An authorization for payment will be issued, by the requestor, upon satisfactory completion of the work. The Requestor shall contact Procurement Operations to communicate any changes and/or problems during the process of completing the project.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number</td>
<td>Dated</td>
<td>108</td>
</tr>
</tbody>
</table>
8.1.1.3. Grant Purchases

Grant purchases follow processing of requisition procedures as well as any specific grant requirements. Deadlines to procure goods and services will be determined by specific grant provisions. Purchases are restricted by grant conditions (i.e., Carl Perkins Grant, purchase equipment for student only, and not administrative applications). Grant administrators shall communicate with the Director of Grants and Contracts prior to submitting a purchase requisition to Procurement Operations.

8.1.1.4. Construction Services Contracts

All solicitations and construction contracts must be submitted to the Facilities Department for review prior to work being performed. All construction contracts will be awarded after completion of the applicable Competitive Solicitation process. All terms and conditions in the contract shall comply with the terms and conditions of the Competitive Solicitation. A contract for Construction Services shall be issued upon approval of the award by the Board of Trustees. The Contract shall specify all terms and conditions as stated in award.

8.1.2. Revenue Generating Contracts

These contracts primarily include contracts for instructional services, vending, and food that generate revenue for HCC.

The Requestor must contact the Office of Business Affairs in the Accounting Department prior to negotiating a revenue-generating contract. The Office of Business Affairs will direct Requestor to provide a cost benefit analysis to ensure the College is compensated properly for services to be rendered. In addition, the Office of Business Affairs will assess if the contract requires Board approval. If Board approval is required, the requesting department must submit a Board Action Item for the next Board agenda.

Revenue generating contract documents must be forwarded to Procurement Operations for review prior to being executed. If required, Procurement Operations will forward the contract to the Office of the General Counsel for review. If changes to the contract are required, Procurement Operations will contact the vendor/customer directly and negotiate changes into the contract.

A revised original shall be submitted to Procurement Operations for final review by the Executive Director, Procurement Operations. The Buyer will forward the final contract document to the Chancellor or designee for signature. The Chancellor will sign the agreement and return it to the Office of Business Affairs with a copy to Procurement Operations. The contract will be monitored through a contract number, which will be assigned by Procurement Operations. Any
required contract changes shall be submitted to Procurement Operations for review.
ARTICLE 9.  VENDOR REQUIREMENTS

9.1.  Debarment and Suspension

HCC shall abide by the Texas Government Code with regard to all disbarments/suspensions of potential vendors. In determining the status of a business or person with regard to debarment/suspension in the State of Texas, HCC shall refer to the Comptroller’s section of the State of Texas website.

9.2.  Acknowledgement of Purchasing Policies/Procedures

Prior to an award of a contract, a vendor must sign the Vendor Acknowledgement Form in Appendix 9.2 indicating that the Vendor has read and understands and agrees to abide by all HCC procurement requirements contained in HCC board policies and these procedures. This requirement is a material term of all contracts between HCC and any Vendor.

9.3.  Conflict of Interest Disclosures

All vendors are charged with notice of the Conflicts Disclosure requirements contained in Local Government Code, Chapter 176. To the extent any conflicts exist that require disclosure, all vendors must comply with Chapter 176. Failure to comply with Chapter 176 is considered a default under a contract with HCC, and HCC may at its sole option declare the contract void or voidable. This requirement is a material term of all contracts between HCC and any Vendor. For ease of compliance, the state-issued conflicts disclosure form is contained herein as Appendix 9.3.A. The HCC-specific conflicts disclosure form is contained herein as Appendix 9.3.B.

9.4.  Criminal History Information

In accordance with Texas Education Code §44.034, before entering into a contract with HCC, a person or business must give notice to HCC if the person or an owner or operator of the business has been convicted of a felony. HCC may terminate a contract with a person or business if HCC determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. HCC must compensate the person for services performed before the contract terminated. HCC requires that all vendors complete the Criminal History Form contained in Appendix 9.4 herein.

9.5.  No Delinquent Taxes or Other Debt to HCC

In accordance with Texas Education Code §44.044, upon approval by the HCC Board of Trustees by resolution, this procedure shall go into effect by which HCC may refuse to enter into a contract or other transaction (that requires Board approval) with a person indebted to HCC. The term “person” includes an
individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with HCC. This requirement is a material term of any contract between HCC and any Vendor that requires Board approval. HCC requires that all vendors complete the Affidavit Form contained in Appendix 9.5 herein.
ARTICLE 10. VENDOR DISPUTES

10.1. Purpose
To provide guidelines for HCC employees in the event a vendor dispute should arise as a result of an award of a contract.

10.2. Vendor Complaint
Any actual or prospective bidder, offeror, proposer, or contractor (Vendor) who is aggrieved in connection with the solicitation, evaluation, or award of a contract may formally protest such grievances.

Disputes with respect to a solicitation shall be submitted in writing at least two (2) days prior to the opening of bids. In the event a Vendor wishes to contest a contract awarded under these procedures, a Vendor may initiate a written document stating the reason(s) for the dispute within fourteen (14) days of the contract award. Written disputes shall be sent to the Executive Director, Procurement Operations and the Executive Director shall respond within three (3) days of receiving the vendor dispute.

A formal written dispute must be in the form of a notarized affidavit (Appendix 10.1 and must contain:

1) a specific identification of the HCC policy or state law that the action complained of is alleged to have violated;

2) a specific description of each act alleged to have violated the HCC policy or state law identified in paragraph (1) of this subsection;

3) a precise statement of the relevant facts;

4) an identification of the issue or issues to be resolved; and

5) argument and authorities in support of the dispute.

6) the remedy sought by the Vendor.

The Vendor must also provide all supporting documents or other evidence.

The authorized HCC representative shall schedule a meeting with the Vendor representative, after the procurement process at issue has been concluded or abated at HCC’s discretion. Whenever possible, a resolution agreed upon by
both parties shall be reached at this stage. If no agreement is reached, the Vendor shall contact the next level in the HCC institutional hierarchy within three (3) days of determining that no agreement can be reached until all levels have been exhausted. Only then may a Vendor file any type of suit in law or in equity against HCC or an individual regarding the Vendor's complaint. In the event of timely protest under this section, HCC shall not proceed further with the solicitation or award of a contract until the Executive Director, Procurement Operations, after consultation with the Chancellor, makes a determination in writing that the award of the contract without delay is necessary to protect the substantial interests of HCC.

If there is a determination that a violation of the rules or statutes has occurred in a case where a contract has been awarded, the Executive Director shall so inform the protesting party and the using department by letter which sets forth the reasons for the determination and the appropriate remedial action, which may include declaring the contract void.

The authorized HCC representative(s) may include, but are not limited to, Requestor, Buyer responsible for the procurement, Executive Director of Procurement Operations, Deputy Chancellor/COO and the Chancellor.

10.3. Vendor Performance

HCC has a vendor performance evaluation process in place. The Buyer and Requestor shall complete a vendor evaluation report prior to exercising a contract renewal option and/or upon completion of each contract. Any performance-related issues may be grounds for debarment or suspension of the contractor.

10.4. Vendor Payment

HCC will not pay a vendor unless an invoice is received for the goods or services provided and a delivery confirmation substantiating satisfactory receipt of goods or performance of service is submitted from the employee acting on behalf of HCC.

10.5. Contract Closeout

All contracts will be closed out in a timely manner. Upon completion of a contract, the following actions must be taken:

- Vendor evaluation forms completed by the contract manager and buyer.
- Contract/Project Close-Out Forms (Appendix 10.5) completed and signed by the appropriate parties.
- All documentation filed accordingly in the contract file.
- Give contract file to the Contract Administration Group to close-out in the contract log and PeopleSoft
- Contract file moved to closed file drawer in the file room and stored/destroyed according to records retention schedule
ARTICLE 11. SALE OF HCC PROPERTY

The disposition of surplus and obsolete personal property shall be handled as follows:

1) Transfer of surplus property from HCC departments to inventory control. Inventory Control Department will transfer property to other departments, as required.

2) Obsolete surplus property will be placed on public sale list to be sold through sealed bids or auction. Inventory Control shall be responsible for the effective disposition of all surplus or outmoded property and Inventory Control Department shall administer the transfer of equipment between operating departments.
ARTICLE 12. APPENDICES

(see next page)
Appendix 1.1 Customer Satisfaction Survey

Customer Service Questionnaire
Purchasing Department

PI Department via inter-office mail MC 1120.

Please complete the following questions to let us know how the Procurement Operations Department is responding to your needs. Please circle your response using the following rating scale:

5 = Always; 4 = Often; 3 = Sometimes; 2 = Seldom; 1 = Never; 0 = N/A

The Procurement Operations Department staff is friendly and courteous.

The Procurement Operations Department staff is knowledgeable of policies and procedures.

Phone calls to the Procurement Operations Department are returned in a timely manner.

Purchase Order was processed accurately and in a timely manner.

Please circle the College that you are representing.

Northeast  Southeast  Northwest  Southwest  Central  System

Has the Procurement Operations Department’s level of customer service improved over the past year?

How can we improve to better serve you as it relates to your procurement needs?

Please send questionnaire to mail box# 1118

Thank You
Appendix 1.9A Small Business Assurance Form

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 = _______%

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 Proposer may be subject to the loss of the contract or the termination thereof resulting from this proposal and could be ineligible for future HCC contract awards.

Signature _______________________________________________________

Title ____________________________ Date of Signing _________________

Firm Name _______________________________________________________

Address __________________________________________

_________________________________________________________________

Telephone Number ____________________________

---

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective) Dated</td>
<td></td>
<td></td>
<td>119</td>
</tr>
</tbody>
</table>
Appendix 1.9B Small Business Good Faith Effort Assurance Form

PROCUREMENT OPERATIONS
DETERMINATION OF GOOD FAITH EFFORT

**PROPOSER NAME**

**FULL TITLE**

**COMPANY NAME**

**FULL ADDRESS**

**PHONE NUMBER**

**CITY**

**STATE**

**ZIP**

**FAX NUMBER**

**E-MAIL ADDRESS**

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.

**PRINT NAME OF PROPOSER**

**TITLE**

**SIGNATURE OF PROPOSER**

**DATE**

---

**Issued Date**

Revised: June 13, 2013

**Effective**

**REPLACES**

Old Page Number    Dated

**Correction Number**

**Page Number**

120
Appendix 1.9C Small Business Unavailability Assurance Form

HCC Project No. ___

SMALL BUSINESS UNAVAILABILITY CERTIFICATE

I, ________________________________, _______________________________________________________, of ________________________________, 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 Project #______

<table>
<thead>
<tr>
<th>DATE CONTACTED</th>
<th>SMALL BUSINESS Name</th>
<th>TELEPHONE NO.</th>
<th>CONTACT PERSON</th>
<th>MATERIALS OR SERVICES</th>
<th>RESULTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: ____________________________________

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number</td>
<td>(Effective)</td>
<td>Dated</td>
<td>121</td>
</tr>
</tbody>
</table>
Appendix 1.9D Small Business Participation Amount Form

## PROCUREMENT OPERATIONS
**CONTRACTOR & SUBCONTRACTOR PARTICIPATION FORM**
HCC PROJECT TITLE & NO.: ____________________________

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

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>TYPE OF WORK TO BE DONE</th>
<th>TYPE OF SMALL BUSINESS CERTIFICATION</th>
<th>PERCENTAGE OF CONTRACT EFFORT</th>
<th>PRICE $</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS NAME:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDRESS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT NAME:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TELEPHONE #/E-MAIL ADDRESS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SMALL BUSINESS SUBCONTRACTOR(S)/ ATTACH SEPARATE SHEET IF NEEDED**

| BUSINESS NAME: | | | | |
| ADDRESS: | | | | |
| CONTACT NAME: | | | | |
| TELEPHONE #/E-MAIL ADDRESS: | | | | |

**NON-SMALL BUSINESS SUBCONTRACTOR(S)/ ATTACH SEPARATE SHEET IF NEEDED**

| BUSINESS NAME: | | | | |
| ADDRESS: | | | | |
| CONTACT NAME: | | | | |
| TELEPHONE #/E-MAIL ADDRESS: | | | | |

**BUSINESS NAME:**
ADDRESS:
SUBMITTED BY:
TELEPHONE/FAX:
E-MAIL ADDRESS:

**DATE SUBMITTED**

- CONTRACTOR’S PRICE/TOTAL SMALL BUSINESS $ ____________
- SUBCONTRACTOR(S) PRICE/TOTAL NON-SMALL BUSINESS $ ____________
- SUB-CONTRACTOR’S PRICE/TOTAL $ ____________
- GRAND TOTAL $ ____________

**Issued Date**
Revised: June 13, 2013

**Effective**

**REPLACES**

Old Page Number (Effective)
Dated

**Correction Number**

**Page Number**
122
Appendix 2.2 Procurement Operations Organizational Chart

Current contact information can be obtained on the Procurement Operations website:

http://www.hccs.edu/hccs/business-community/procurement-operations/contact-us
Appendix 3.4.4A Transportation Services Request Form
(Houston area)

(Complete for Campus/Houston & Surrounding Areas Transportation Services)

I. HCC Requirements:
   Name of Group: _____________________________________
   Number of People to be transported: _______
   Name of Requester: _________________________ Phone Number:___________
   Date of Request: _____________

Pick Up Location:
   Address #1 _____________________________________
   ________________________________
   ________________________________

Pick Up Date: ______________
Pick Up Time: ______________

Drop Off Location:
   Address #1 _____________________________________
   ________________________________
   ________________________________

   Departure Date: ______________
   Departure Time: ______________

   Return Location:
   Address #1 ________________________________
   ________________________________
   ________________________________

II. Vendor Requirements:
   a. Insurance Requirements:
      The vendor shall provide a current copy of its Certificate of Insurance reflecting the required coverage for vehicle(s) that will be used to perform the transportation services outlined herein.
      A copy of HCC insurance requirements is attached hereto.
   b. Vehicle Type/Size:
      Vendor agrees to furnish the following vehicle type and size for the services to be rendered under any resulting purchase order.
Appendix 3.4.4B Transportation Services Request Form  
(outside Houston area)  
(Complete for Out of Town Transportation Services)  

I. HCC Requirements: 
   Name of Group:   ______________________________________________________ 
   Number of People to be transported: ____________    Phone:_________________ 
   Date:_________________ 

   Destination:   FROM HOUSTON TO:_________________________________________ 
   Address:             _______________________________________
                        _______________________________________

   Departure Address/Location from Houston: 
                        _______________________________________
                        _______________________________________
                        _______________________________________

   Departure Date:   _______________________________________
   Departure Time:   _______________________________________

   Estimated Desired Time of Arrival:   ____________

   Return Address:   _______________________________________
                        _______________________________________
                        _______________________________________

   Return Date:   _______________________________________
   Return Time:   _______________________________________

VENDOR INFORMATION (ONLY)  
II. Vendor Requirements: 
   a. Insurance Requirements 
      The vendor shall provide a current copy of its Certificate of Insurance with the 
      price quote, reflecting the required coverage for vehicle(s) that will be used to 
      perform the transportation services outlined herein.  A copy of HCC insurance 
      requirements is attached hereto.  
   
   b. Vehicle Type/Size 
      Vendor agrees to furnish the following vehicle type and size for the services to be 
      rendered under any resulting purchase order.

<table>
<thead>
<tr>
<th>Type of Vehicle</th>
<th>No. of Passengers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective) Dated</td>
<td></td>
<td>126</td>
</tr>
</tbody>
</table>
## Appendix 4.2.3 Purchase Order Agreement

Current terms and conditions can be obtained on the Procurement Operations website:

**General Terms and Conditions of Contracts**


**General Terms and Conditions of Purchase Orders**


<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number [Effective]</td>
<td>Dated</td>
<td></td>
<td>127</td>
</tr>
</tbody>
</table>
Appendix 4.3.A P-Card Application

In order to receive a procurement card, you will be required to attend a training session outlining the policies and procedures governing the use of the procurement card. Acceptance of a procurement card is your agreement to: 1) Use the card in accordance with the College Procurement Card Policy; 2) Use the card to purchase goods and services for official college purpose only; 3) Retain all original receipts and packaging slips; 4) Forward required documents to procurement card coordinator upon request; 5) The cardholder is responsible for ensuring that there are sufficient funds in your budget to cover procurement card expenditures at all times.

To be completed by applicant (Card Holder):

Name: ___________________________________________________________
   (Print exactly as it should appear on card: Maximum 19 Characters)

Title: ___________________________ Department: ___________________________

Campus Mailing Address (include Rm. & Building):

______________________________________________________________

Social Security Number: ___________________________

Applicant Phone: _______________________ E-Mail Address: ___________________________

Applicant Signature: _______________________ Date: ______________________

To be completed by College COO, College president or Vice Chancellor (Not the Cardholder)

Cardholder’s Department Name: ___________________________________________

Cardholder’s Campus Mail Code: ______________________

COO/Pres/VC Name: _______________________ Title: ______________________

Approver’s Phone Number: ______________________

Department account to be charged:

   Fund  62006  Account  Department  Program  Class

Department Authorization:

Title: _______________________ Signature: _______________________ Date: ______________________

Forward this application to:  Procurement Card Administrator
Procurement Operations, MC: 1118
3100 Main Street
Houston, Texas 77002
Attn: Executive Director of Procurement Operations

If you have any questions, please call Michelle Bui at (713)718-5007.

Procurement Card Administrator:

<table>
<thead>
<tr>
<th>Date</th>
<th>Approved by</th>
<th>Card Number Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Issued Date | Effective | REPLACES | Correction Number | Page Number
---|---|---|---|---
Revised: June 13, 2013 | Old Page Number (Effective) | Dated | | 128
Appendix 4.3.B P-Card Agreement

I _________________________, hereby request a Houston Community College Bank of America procurement card. As a cardholder, I agree to comply with the following terms and conditions regarding my use of the card:

1. I understand that I am being entrusted with a valuable tool – a company charge card, and will be making financial commitments on behalf of Houston Community College and will strive to obtain the best value for the College.

2. I understand that Houston Community College is liable to Bank of America for all charges made on this card.

3. I agree to use this card for HCC approved purchases **ONLY** and agree not to charge personal purchases. I understand that HCC will audit the use of this card and report and take appropriate action on any discrepancies.

4. I will follow the established procedures for use of the procurement card. Failure to do so may result in revocation of the procurement card and/or disciplinary action, up to and including termination of employment. Employees who are found to have inappropriately used the procurement card will be required to reimburse HCC for all costs associated with such improper use.

5. I have been given a copy of the procurement card procedures and understand the requirement for the procurement card’s use and will comply with all the policies and procedures established by HCC contained therein.

6. I agree that should I willfully violate the terms of this agreement and will be subject to the consequences noted in #4 above.

7. I agree to return the card to the HCC immediately upon termination of employment (including retirement).

8. If the card is lost or stolen, I agree to notify the procurement card administrator and Bank of America immediately.

9. I understand that my application for a procurement card is contingent upon the approval of the College COO, President or Vice Chancellor to whom my budget is authorized by.

______________________________ ____________________________
Employee Signature/ Date

_______________________________ _______________
Procurement Card Administrator Signature/Date

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES Old Page Number (Effective) Dated</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td></td>
<td></td>
<td>129</td>
</tr>
</tbody>
</table>
Appendix 4.3.C P-Card Transaction Log

<table>
<thead>
<tr>
<th>Date</th>
<th>Vendor</th>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reminder: Houston Community College is exempt from Texas State Sales Tax

Cardholder Signature ___________________________ Supervisor’s Signature ___________________________

Date __________________________________________ Date Approved ________________________________

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective) Dated</td>
<td></td>
<td></td>
<td>130</td>
</tr>
</tbody>
</table>
Appendix 4.3.D Cardholder Statement of Disputed Item

Cardholder Statement of Disputed Item

Bank of America
Phone 1-800-538-8788, Fax 1-800-253-5846 Attn.: Commercial Card Services

Cardholder’s Name: ____________________________________________

Cardholder Account Number:____________________________________

<table>
<thead>
<tr>
<th>Statement Date</th>
<th>Transaction Date</th>
<th>Merchant Name / Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount</th>
<th>Posting Date</th>
<th>Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Check the description most appropriate to your dispute. If you have any questions, contact Bank of America.

1. Alteration of Amount:
The amount of the sales draft has been altered from $ _____________ to $ _____________
(Please include copy of sales draft)

2. Unauthorized Mail or Phone Order:
I certify the charge listed above was not authorized by me or any person authorized by me to use this account. I have not ordered merchandise by phone or mail, or received goods and services as represented above.

3. Cardholder Dispute:
I did participate in the above transaction, however, I dispute the entire charge, or a portion, in the amount of $ ____________ because: ____________________________________________

4. Credit Not Received:
The merchant has issued me a credit slip for the transaction listed above, however, the credit has not posted to my account. The date on the voucher is between 30 and 90 days old. (Please include a copy of the credit voucher.)

5. Imprinting of Multiple Slips:
The above transaction represents multiple billings to my account. I only authorized one charge from this merchant for $ ____________. I am still in possession of my card.

6. Merchandise Not Received:
My account has been charged for the above transaction, but I have not received this Merchandise. I have contacted the merchant.

7. Merchandise Not Received:
My account has been charged for the above transaction, but I have since contacted this merchant and canceled the order. I will refuse delivery should the merchandise still be sent.

8. Merchandise Returned:
My account has been charged for the transaction listed above, but the merchandise has been returned. Provide a description of the circumstances. (Please include postal receipt if applicable.)

9. Inadequate Description / Unrecognized Charge:
I do not recognize this charge; please supply a copy of the sales draft for my review.

10. I am no longer disputing this charge.
# Appendix 4.4.A Internal Direct Pay Employee Reimbursement Form

## Internal Requisition - Direct Pay - Employee Reimbursement Form

<table>
<thead>
<tr>
<th>Required Fields</th>
<th>Vendor Information</th>
<th>BUDGET INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requestor (Originator) Name</td>
<td>Vendor #</td>
<td>Fiscal Year</td>
</tr>
<tr>
<td>Your Phone Number</td>
<td>Address #</td>
<td>Account</td>
</tr>
<tr>
<td>Location (Where you are)</td>
<td>City</td>
<td>Fund</td>
</tr>
<tr>
<td>Ship to Location</td>
<td>State</td>
<td>Department</td>
</tr>
<tr>
<td>Note:</td>
<td>Zip</td>
<td>Program</td>
</tr>
</tbody>
</table>

**Vendor Information**
- **Name:**
- **Address:**
- **City:**
- **State:**
- **Zip:**
- **Phone:**
- **Fax:**
- **Contact Name:**

**BUDGET INFORMATION:**
- **Fiscal Year:**
- **Account:**
- **Fund:**
- **Department:**
- **Program:**
- **Class:**

## ITEM INFORMATION

<table>
<thead>
<tr>
<th>#</th>
<th>Item Description/Invoice # (if available)</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

## AUTHORIZATIONS

- **Manager/Supervisor**
- **Dean/Exec. Director**
- **President/Vice Chancellor**

**PRINT NAME**

**SIGNATURE**

**DATE**

**NOTE:** ONE SIGNATURE IS REQUIRED ON ALL INVOICES. ALSO

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td></td>
<td>132</td>
</tr>
</tbody>
</table>
Appendix 4.4.B College Activity Board Internal Direct Pay Reimbursement Form

<table>
<thead>
<tr>
<th>Required Fields</th>
<th>College Activity Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Life Phone Number</td>
<td>Location (Where you are)</td>
</tr>
<tr>
<td>Ship to Location</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Suggested Vendor</th>
<th>Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #</td>
<td>Name</td>
</tr>
<tr>
<td>Address #</td>
<td>Address</td>
</tr>
<tr>
<td>Note:</td>
<td>City</td>
</tr>
</tbody>
</table>
| Independent Contractors must provide Tax Identification Number. DO NOT USE this Form to pay HCCS employees for services performed in addition to the regular assignment. Complete The HCCS Part-time Employee Reimbursement Form and submit to Human Resources Dept.
| Style | Zip |
| Phone | Contact Name |
| Fax |  |

BUDGET INFORMATION:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Account</th>
<th>Fund</th>
<th>Department</th>
<th>Program</th>
<th>Class</th>
</tr>
</thead>
</table>

ITEM INFORMATION

<table>
<thead>
<tr>
<th>#</th>
<th>Item Description/Invoice # (if available)</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dated:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $ |

Adheres to Institutional Policy

Print Name: Signature: Date: 

Student Development Dean

Authorizations

Print Name: Signature: Date: 

Chairperson

NOTE: ONE SIGNATURE IS REQUIRED ON ALL INVOICES.
Appendix 4.4.1 Petty Cash Reimbursement Form

PETTY CASH
REIMBURSEMENT FORM

Date: ____________  Amount: ________________

Budget Information:  Fund  DeptID  Prog  Class  Acct

Vendor: ________________________________

Explanation: __________________________________________

Phone: ________________________________

Print/Purchaser: __________________________ Approval: __________________________

Print/Sign-Appropriate Dean/Budget Authority  Cashier’s Office Official
/ System Accounting Operations

Payment Received: __________________________ Date: __________________________

Petty Cash Reimbursement Criteria:

1. Completely fill out Petty Cash Reimbursement Form.
2. Maximum amount paid on Petty Cash Reimbursement Form is $50.00.
3. No taxes will be paid/reimbursed.
4. Tape original receipt to reimbursement form -- if too large, staple to a second blank sheet.
5. If Claimant receives mileage, no parking fees will be paid.
6. Need to print/sign proper signatures where indicated on form.
7. Completed forms must be presented to the Cashier’s Office in person. Do not send Petty Cash Reimbursement Form to Cashier’s Office by Inter-Office Mail.
Appendix 4.5.1 Sole Source Questionnaire

This format is to assist Requestors in preparing justification letters for single or selected source procurements. The justification letter should be formatted as shown below and shall be approved by the requesting department College President or Designee (i.e. College Operations Officer), and the Executive Director, Procurement Operations.

Prepared by: ___________________________ Department: ___________________________
Completed by: ___________________________ Purchase Requisition No.: ___________________________

I request that Houston Community College (HCC) purchase ___________________________ (Enter the name of item)
from ___________________________ for reasons stated below.
(Enter the name of vendor)
1) This item/service is required for use in (type of setting):
   - Research?  [ ] Classroom?  [ ] Lab?  [ ] Other?  [ ]
2) On what basis was it determined that this item is the only one that meets the minimum needs of HCC? ____________
   ___________________________________________________________________________
3) Specifically state what makes this item/service so unique that no other item/service will meet the minimum needs of HCC?
   ___________________________________________________________________________
4) List the name(s) of other companies, manufacturers, service providers of the item/service with similar functions or qualifications as the one being justified in this letter.
   ___________________________________________________________________________
5) Why won’t a competing product be satisfactory for HCC’s minimum requirements? ____________
   ___________________________________________________________________________
6) What efforts have been made to locate other items/services, which would satisfy HCC’s minimum requirements?
   ___________________________________________________________________________
7) Since this may be a non-competitive purchase, please suggest a basis, which HCC can use to determine that the proposed price will be **fair and reasonable**? *(Note: Ultimately, the Buyer will decide whether the price is fair and reasonable).*
   ___________________________________________________________________________

Issued Date: ___________________________ Effective: ___________________________
REPLACES: ___________________________ Correction Number: ___________________________
Old Page Number: ___________________________ Dated: ___________________________
Page Number: 135
8) Is there a cost or other benefit to HCC in purchasing this particular item/service?

9) Will the item be used with existing equipment? □ Yes □ No If yes, will the item be used as:
   a. A repair/placement part? □ Yes □ No
   b. A component to be interfaced with existing equipment? □ Yes □ No If yes, specify the brand and model number of the existing equipment
   c. An accessory or option? □ Yes □ No
   d. To match equipment that already exists? □ Yes □ No
   e. Other:

10) Comments:

Approvals:

   College President or Designee ___________________________ Date

   Executive Director, Procurement Operations ___________________________ Date
Appendix 5.2 Sample Consultant Agreement

SAMPLE CONSULTING SERVICES CONTRACT
SAMPLE PROJECT

This Contract ("Contract") is made by and between the Houston Community College ("HCC"), a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002, and a corporation (the Contractor), whose address is (individually, "Party" and collectively, "Parties"), effective as of 2008 ("Effective Date").

RECITALS

WHEREAS, HCC has need of consulting services to complete certain related projects ("Project") that are in-progress and mission critical to HCC; and

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

WHEREAS, at its meeting on 2008, the HCC Board of Trustees ("Board") approved procurement of the from the Contractor in accordance with the terms and conditions set forth in the Action Item presented to the Board; and

WHEREAS, the Board authorized the HCC Chancellor to enter a contract with Contractor for such services; and

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

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

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

TERMS AND CONDITIONS OF CONTRACT

1. SERVICES AND PROGRESS REPORTS

1.1 The Contractor shall provide consulting services for completion of the Project to HCC, in accordance with the deliverables and Scope of Services attached hereto as Exhibit A ("Services"); within the timeline and milestones set forth in Exhibit B ("Timeline"), and under the terms and conditions set forth in this Contract.

1.2 The Contractor shall perform and complete the Services to the satisfaction of HCC on or before the dates set forth in the Timeline. The Contractor shall allocate adequate time, personnel, and resources as necessary to perform the Services. The Contractor shall review or has reviewed HCC's strategic goals to "Focus on Teaching and Learning" furnished by HCC and has discussed with HCC the programs and specific requirements of the Project. The Contractor shall diligently perform all Services under this Contract and shall strive to further the interest of HCC in accordance with HCC's Project requirements and procedures. The Contractor warrants and represents that qualified personnel shall perform the Services and all Services shall be of a professional quality.

Rev. 1 2008
1.3 The Contractor shall use its best professional efforts, skill, judgment, and abilities in performing the Services. The Contractor agrees and acknowledges that HCC is relying on its professional advice, opinion, efforts, skill, judgment, and abilities and but for such reliance, which is a material inducement for HCC engaging the Contractor to perform the Services, HCC would not have entered this Contract with the Contractor.

1.4 HCC designates _________ as the contact person for HCC ("HCC Representative"). Without limiting the Board’s authority in Section 2, the HCC Representative shall have day-to-day authority to make decisions and have oversight and approval of the Services delivered. The HCC Representative also shall have the authority to determine whether the Services rendered by the Contractor are satisfactory in accordance with Sections 2 and 5.

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

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

2. EVALUATION OF SERVICES

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

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

3. BOARD APPROVAL: CHANGE IN SERVICES

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

4.1 Term. The term of this Contract shall be from _______ 2008 through _______ 2008 ("Term") unless renewed or earlier terminated as set forth herein. Renewal. This Contract may not be renewed except as authorized by the Board. Except for any change in the Scope of Services and/or the Fee, the terms and conditions of any renewal shall be as set forth herein.

4.2 Termination.

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

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

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

5. COMPENSATION; FEES

5.1 As consideration for the Services satisfactorily provided by the Contractor, HCC will pay the Contractor _______ Dollars ($_____) per full month ("Fee") (any two or more month's Fees shall be referred to herein as "Fees") during the Term, which will result in a total compensation of _______ Dollars ($_____) ("Anticipated Fee"), except that the Anticipated Fee may be less than $________ in the event of certain conditions as set forth in this Contract such as early termination of this Contract or any other provision of this Contract that affects the Fee.

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

5.3 Upon receipt of the Invoice, the HCC Representative shall review same and if he/she agrees that the Services have been performed in a satisfactory manner, and the Work Product thereof is acceptable, the Invoice shall be processed for payment. The Fee or applicable undisputed portion thereof shall be paid within thirty (30) days from receipt of the Invoice. If Services or Work Product has not met the satisfactory approval of the HCC Representative, current and future payments of the Fee shall not be made until both Parties agree that Services have been completed in a satisfactory manner or the Work Product is acceptable. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

5.4 In the event of termination, or if the Term of the Contract ends on a date that is not a full month after the end of the previous Fee period, or for any other reason for which the Services were rendered for only a part of a month, the Fee for that month shall be prorated for the period by dividing the Anticipated Fee by 264 and multiplying the result by the number of days in the month covered by the period for which the Contractor performed Services that month.

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

6. **APPLICABLE LAW**

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

7. **RECORDS AND RECORDKEEPING**

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

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

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

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

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

9. DISCLOSURE OF CERTAIN INFORMATION

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

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

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

10. INTELLECTUAL PROPERTY

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

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

11. INDEMNIFICATION

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

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

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

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

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

12. DISPUTES: MEDIATION

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

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

13. **NOTIFICATION OF CRIMINAL HISTORY**

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

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

14. **TAXES; INDEBTEDNESS**

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

15. **INSURANCE REQUIREMENTS**

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

15.2 Contractor’s failure to comply with the requirements of this Section 15 shall be considered a breach of this Contract.

16. **RELATIONSHIP OF THE PARTIES**

16.1 Nothing herein will be construed to create a partnership or joint venture by or between HCC and the Contractor. Neither party will be the agent of another except to the extent otherwise specifically provided by this Contract. The Contractor does not have either the express or implied authority, will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the HCC to any duty imposed by contract, unless the Board has specifically authorized such action at a Board meeting held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting).

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

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

17. **CONFLICTS OF INTEREST**

17.1 The Contractor warrants, represents, and covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of its Services hereunder. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will employ no person who has any such interest.
17.2 The Contractor shall comply with the obligations of Texas Local Government Code Chapter 176.

18. DEBARMENT

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

19. SMALL BUSINESS DEVELOPMENT PROGRAM

19.1 Contractor shall comply with HCC’s Small Business Development Program and will utilize small businesses (as that term is defined in the attached Exhibit D) for Services comprising thirty-five percent (35%) of the total of all Fees.

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

20. NOTICE

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

To: CONTRACTOR
Vendor A
Attn.: Vendor A
Address: Houston, Texas 77054

To: HCC
Houston Community College,
Procurement Operations
Attn.: Executive Director of Procurement Operations
3100 Main Street
Houston, Texas 77002

With a copy to:

HCC Project Manager
Houston Community College
3100 Main Street
Houston, Texas 77002
21. NO ASSIGNMENT

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

22. NO WAIVER OF IMMUNITY

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

23. NO WAIVER OF BREACH

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

24. SEVERABILITY OF PROVISIONS

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

25. GOVERNING LAW

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

26. JURISDICTION: VENUE

26.1 The Parties irrevocably and unconditionally consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction located in Houston, Harris County, Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to this Contract.

27. AUTHORIZATION

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

28. NO THIRD-PARTY RIGHTS

28.1 This Contract is made for the sole benefit of HCC and Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
29. **HEADINGS AND CAPTIONS**

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

30. **COUNTERPARTS**

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

31. **AMENDMENTS**

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

32. **EXHIBITS**

32.1 The attached exhibits are incorporated herein for all purposes:

- Exhibit A  Scope of Services
- Exhibit B  Timeline-Milestones
- Exhibit C  Insurance Requirements
- Exhibit D  HCC’s Small Business Development Program

33. **ENTIRE AGREEMENT**

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

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

**HOUSTON COMMUNITY COLLEGE**

By: ________________________________
    Dr. Mary S. Spangler
    Chancellor

Date ________________

**CONTRACTOR-CONSULTANT**

By: ________________________________

Name: ________________________________
Title: ________________________________

Date ________________
Exhibit A
Scope of Services

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>147</td>
</tr>
</tbody>
</table>
Exhibit B
Timeline - Milestones

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number</td>
<td>Dated</td>
<td>148</td>
</tr>
</tbody>
</table>
Exhibit C

Insurance Requirements

1. **Insurance; Bonds**

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

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

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

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

         1.1.2.2. damages arising from personal or advertising injury applicable to the Contractor's obligations under the Contract, including liability assumed by and the indemnity and defense obligations of the Contractor and subcontractors.

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

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

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

   1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VII" in Bests Rating Guide and shall be satisfactory to HCC.
1.4. Before commencement of the Services under this Contract, certificates of insurance shall be furnished to HCC, with complete copies of policies to be furnished to HCC promptly upon request.

1.5. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: “This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to HCC. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.” Each policy except worker's compensation and professional liability shall add HCC, HCC’s employees, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as additional insured's.

1.6. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to HCC) or shall be two times the occurrence limits stipulated.

1.7. If Contractor fails to maintain any required insurance, HCC, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any Fees due the Contractor.
Exhibit D
Small Business Development Program

Overview
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 in contracting and to ensure 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. The subcontracting goal applies to all vendors regardless of their status.

If not otherwise defined in this Exhibit D, any capitalized terms used herein shall have the same meaning as set forth in the Contract with an effective date of __________ (“Contract”).

Small Business Compliance
The Contractor hereby agrees to attain small business participation in the amount of 35% of the total Contract amount. The Contractor agrees to enter into agreements for the Services and with the mutually agreed upon Milestones established in Exhibit B. To ensure compliance with any stated small business participation goal, the Contractor shall be required to provide reports as may be required by the Contract and meet with the HCC Representative at the 50% and 75% completion phases/stages of the Project, to verify small business participation activity and to ensure compliance with the stated small business goal. Additionally, the Contractor agrees to enter into subcontractor agreements for the Services that are identified on the form entitled Contractor and Subcontractor/Supplier Participation. The Contractor’s failure to comply with the aforementioned small business participation requirements may result in:

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

Prime Contractor/Contracts for Services
The 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.

Internship Program
The Contractor is encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity for the provision of Services under the Contract. The Contractor shall be expected to pay the student(s) at least the minimum wage required by law. HCC shall provide the Contractor with the name(s) 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) 719-7596.

Attached to this Exhibit D are the following forms, which shall be used for reporting purposes:

- Appendix 1 Contractor and Sub-Contractor/Supplier Participation Form
- Appendix 2 Progress Assessment Report for Work Sub-Contracted Form
- Appendix 3 Subcontractor Payment Certification Form
## APPENDIX #1
### HOUSTON COMMUNITY COLLEGE
### CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

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

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>Specify in Detail Type of Work to be Performed</th>
<th>Indicate below, the following: Small Business (SB) and Certification Status, if any. (i.e., SB = COH, METRO, etc.)</th>
<th>Percentage of Contract Effort</th>
<th>Price</th>
</tr>
</thead>
</table>

### SMALL BUSINESS SUBCONTRACTOR(S)
(Attach separate sheet if more space is needed.)

| Business Name: | | | | |
| Business Address: | | | | |
| Telephone No.: | | | | |
| Contact Person: | | | | |

### NON-SMALL BUSINESS SUBCONTRACTOR(S)
(Attach separate sheet if more space is needed.)

| Business Name: | | | | |
| Business Address: | | | | |
| Telephone No.: | | | | |
| Contact Person: | | | | |

Business Name: ___________________________ Submitted By (Name): ___________________________
Address: ___________________________

Contractor’s Price/Total: $________________ Small Business Subcontractor(s) $________________

---

**Issued Date**
Revised: June 13, 2013

**Effective**
Old Page Number (Effective)

**REPLACES**
Dated

**Correction Number**

**Page Number**
152
APPENDIX #2
HOUSTON COMMUNITY COLLEGE
SUBCONTRACTOR PROGRESS ASSESSMENT FORM

Project No/Title: ____________________________
Reporting Period: From ____________ To ____________
Prime Contractor: ____________________________
Total Contract Amount (Prime Contractor): $______________

Instructions: This form shall be completed and signed by an officer of the prime contractor’s company and shall be attached to each invoice for payment submitted to HCC’s Accounting Dept.

<table>
<thead>
<tr>
<th>List Subcontractor(s) name below</th>
<th>Total Subcontract Amount</th>
<th>Amount Paid This Period</th>
<th>Total Paid to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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 subcontractor(s) in accordance with the contractual arrangements with them.

Signature: ________________________________
Name (Print or Type): ________________________________

153
APPENDIX #3

HOUSTON COMMUNITY COLLEGE
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM

Instructions: 1. This form shall be completed and signed by an officer of the subcontractor’s company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.
2. The prime contractor shall attach this completed form to each invoice for payment submitted to HCC’s Accounting Dept.

PROJECT NO/TITLE: ____________________________________________

NAME OF SUBCONTRACTOR: _____________________________________

ADDRESS: _____________________________________________________

________________________________________________________________

I hereby certify that the above firm has received payment on ___________ from ___________

(Date) (Prime Contractor)

In the amount of $_________ as full payment of our Invoice No. ___________ dated ___________

for work performed during ___________ under Contract/Project No. ___________

(Enter Time Period)

Signature: ______________________________________________________

Name (Print or Type): ___________________________________________

Title: _________________________________________________________

Date: _________________________________________________________

-16-

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective) Dated</td>
<td></td>
<td>154</td>
</tr>
</tbody>
</table>
Telephone: ________________________________

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number (Effective)</td>
<td>Dated</td>
<td>155</td>
</tr>
</tbody>
</table>
Appendix 9.2 Vendor Acknowledgement

VENDOR ACKNOWLEDGEMENT

By my signature below, I acknowledge and agree that I, _______________________, as the authorized representative of ________________________, ("Vendor") have read, understand and agree to abide by the Houston Community College ("HCC") Procurement Operations Procedure Manual (the "Manual") as it pertains to any and all specific requirements contained therein related to a Vendor doing business, or desiring to do business, with HCC.

I further acknowledge that I have reviewed any and all written assertions, affirmations or representations made by Vendor in materials or correspondence provide to HCC by Vendor, and that such assertions, affirmations or representations are true and correct.

I understand and agree that this acknowledgement is a material term of any and all contracts between Vendor and HCC, and that any misrepresentation or violation of any provision of the Manual is grounds for HCC to terminate any contract, at its option, and/or to disqualify Vendor from pending or future procurement opportunities.

Vendor: ____________________________

By: ________________________________

Title: ______________________________

Date signed: _________________________

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number [Effective] Dated</td>
<td></td>
<td></td>
<td>156</td>
</tr>
</tbody>
</table>
Appendix 9.3. A State Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 89th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer:

This section (item 3 including subparts A, B, C & D) must be competed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes. ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes. ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes. ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4. ____________________________ ____________________

Signature of person doing business with the governmental entity Date

Adopted 08/29/2007

Issued Date Effective REPLACES Correction Number Page Number
Revised: June 13, 2013 Old Page Number (Effective) Dated 157
Appendix 9.3.B HCC Conflict of Interest Disclosures for Vendors

ATTACHMENT 17
DISCLOSURES
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS

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 to HCC Procurement Operations Department. This form must be received by HCC before the vendor’s bid, proposal, or offer will be considered received or evaluated. This completed form must be NOTARIZED and delivered to:

Houston Community College System
Attn: Procurement Operations
3100 Main Street (11th Floor, Suite 11B06)
Houston, TX 77002
Reference Project No. ______

Submit a copy of this form to:

Houston Community College System
Attn: Office of System wide Compliance, Compliance Officers
3100 Main Street (12th Floor, Suite 12B20)
Houston, TX 77002
Reference Project No. ______

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

Section 1 - Disclosure of Financial Interest in the Vendor

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

Name:__________________________________________________________
Address:________________________________________________________

Ownership interest exceeding 10% (____)
Ownership interest exceeding $15,000 or more of the fair market value of vendor (____)
Distributive Income Share from Vendor exceeding 10% of individual’s gross income (____)
Real property interest with fair market value of at least $2,500 (____)
Person related to or married to individual has ownership or real property interest in Vendor (____)

No individuals have any of the above financial interests (____)
(If none, go to Section 2)

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number Dated (Effective)</td>
<td></td>
<td></td>
<td>158</td>
</tr>
</tbody>
</table>
b. For each individual named above, show the type of ownership/distributable income share:
   sole proprietorship ___ stock ___ partnership ___
   other (explain)_______________________________

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest
For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous eighteen (18) months, including but not limited to contractual employment for services for vendor.
   Yes _____   No _____
   ____________________________________________________________________________________
   ____________________________________________________________________________________

b. Employment of individual’s spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous eighteen (18) months.
   Yes _____   No _____
   ____________________________________________________________________________________
   ____________________________________________________________________________________

Section 3- Disclosure of Gifts
For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of $250 or more within the preceding 12 months.
    Yes _____   No _____
    ____________________________________________________________________________________
    ____________________________________________________________________________________

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td></td>
<td></td>
<td>159</td>
</tr>
</tbody>
</table>
b. Individual’s spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of $250 or more within the preceding 12 months.

Yes ____     No ____

________________________________________________________________________________
________________________________________________________________________________

This disclosure is submitted on behalf of

_________________________________________________________________________
(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed) __________________________ Title_____________________________

Signature_______________________________ Date____________________________

AFFIX NOTARY SEAL ABOVE

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

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

For assistance with completing this form, please contact the Office of System wide Compliance at (713)718-8233 or 8295.

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number</td>
<td>Dated</td>
<td>160</td>
</tr>
</tbody>
</table>
Appendix 9.4 Criminal History Form

FELONY CONVICTION NOTICE

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a) states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm names below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED):

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

   Signature of Company Official: ___________________ Date: __________

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

   Signature of Company Official: ___________________ Date: __________

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

   Name of Felon(s): (attach info if necessary)

   Details of Conviction(s): (attach info if necessary)

   Signature of Company Official: ___________________ Date: __________

   Title of Company Official: ____________________________

---

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number</td>
<td>Dated</td>
<td></td>
<td>161</td>
</tr>
</tbody>
</table>
Appendix 9.5 Affidavit of No Delinquent Taxes or Other Debt to HCC

VENDOR’S AFFIDAVIT

STATE OF TEXAS §
COUNTY OF ________________ §

BEFORE ME, the undersigned authority, on this day personally appeared
__________________________, in his/her capacity as ________________________ for
__________________________, ("Vendor"), who, being by me duly sworn on his/her oath stated as
follows:

1. “My name is ____________________, and I am a resident of ________________ County, Texas. I am over 21 years of age and I am duly competent and qualified in all respects to make this affidavit from my own personal knowledge.”

2. “I have been employed with Vendor since ________[month and year]________. By my signature below, I hereby swear and affirm that neither I, as an individual, nor ________________________[name of firm] ____________, nor any owner, shareholder, partner or joint venture of ________________________, is indebted to the Houston Community College for taxes, contract dispute, or any other indebtedness.

3. “I have read this affidavit and it is true and correct and all statements herein are within my personal knowledge.”

FURTHER AFFIANT SAITH NOT.

[signature]

[print name]

Subscribed and sworn to before me, the undersigned authority, this ________ day of
__________________, 20__.

Notary Public in and for the State of Texas
Appendix (10.1)
VENDOR DISPUTE
AFFIDAVIT

STATE OF_________________________
COUNTY OF_________________________

I _________________________, am a resident of ___________________ County, Texas. I am over 21 years of age and I am duly competent and qualified in all respects to make this statement and Affidavit upon oath and affirmation upon personal knowledge that the following matters, facts and information set forth are true and correct:

(1) The HCC policy or state law that has been violated is
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________.

(2) The specific violation(s) of the aforementioned HCC policy or state law is
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________.

(3) The relevant facts are
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________.

(4) The issue(s) that need to be resolved are
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________.

(5) The argument or authorities in support of my dispute are
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________.
(6) The remedy I seek is
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

DATED this the____day of ______________, 20___
______________________________________________________________________________
______________________________________________________________________________

Signature of Affiant

SWORN to subscribed before me, this ___ day ______________, 20___

________________________________________
NOTARY PUBLIC

My Commission Expires:

__________________________
# HOUSTON COMMUNITY COLLEGE SYSTEM
## PROCUREMENT OPERATIONS

**NAME AND ADDRESS OF CONTRACTOR**

(Hold it blank)

**HCCS Project No.**

**DESCRIPTION AND LOCATION OF WORK:**


<table>
<thead>
<tr>
<th>PERFORMANCE ELEMENTS</th>
<th>SATISFACTORY</th>
<th>UNSATISFACTORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timely Performance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level of Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Business Compliance (if any)</td>
<td>(Indicate Percentage) (GOAL)____% , Actual _____%</td>
<td></td>
</tr>
</tbody>
</table>

**OVERALL EVALUATION**

SATISFACTORY _____   UNSATISFACTORY _____

**EVALUATOR’S COMMENTS:**


**EVALUATION PERFORMED BY**

<table>
<thead>
<tr>
<th>TYPE NAME AND TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Issued Date**

Revised: June 13, 2013

**Effective**

Old Page Number (Effective)

**REPLACES**

Dated

**Correction Number**

165

**Page Number**

165
Appendix 10.5.B Vendor Evaluation Form (Department)

HOUSTON COMMUNITY COLLEGE SYSTEM
PROCUREMENT OPERATIONS

Vendor Evaluation Form
(Goods, Equipment, Supplies)

Vendor Name: ___________________________
Address: _______________________________
Vendor No.: ____________________________
Purchase Order No.: _____________________

Procurement/Buyer:

Rate the Vendor’s Performance on the following:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor Overall Evaluation:

Satisfactory _______  Unsatisfactory _______

_________________________________________  _______________
Name and Title of Evaluator              Date

---

Issued Date  Effective  REPLACES  Correction Number  Page Number
Revised: June 13, 2013  Old Page Number (Effective)  Dated  166
HOUSTON COMMUNITY COLLEGE SYSTEM
PROCUREMENT OPERATIONS

Vendor Evaluation Form
(Goods, Equipment, Supplies)

Vendor Name: _______________________
Address: ___________________________
Vendor No.: ________________
Purchase Order No.: ______________

To be Completed by HCC End-User  Yes  No  Comment

. Vendor delivers on time  
. Vendor identifies or marks packages correctly  
. Vendor makes courteous deliveries  
. Vendor provides proper and accurate delivery receipts  
. Vendor accurately packs shipment lists w/containers  
. Vendor shorts purchase order quantities  
. Vendor overages from quantity on purchase order  
. Vendor promptly replaces rejected items

Overall Evaluation:
Satisfactory ________  Unsatisfactory ________

_________________________  _______________________
Name and Title of Evaluator  Date

---

Issued Date  Effective  REPLACES  Correction Number  Page Number
Revised: June 13, 2013  Old Page Number (Effective)  Dated  167
Appendix 10.5 Certification of Contract/Project Closeout

PROCUREMENT OPERATIONS
CERTIFICATION OF
CONTRACT/PROJECT CLOSE-OUT FORM

To: Procurement Operations
From: Project Manager/Requestor
Date: 

1. The following contract/project file is complete and may be officially closed:

Project No: ..................................... Project Title: ........................................
Contractor: ..................................... Address: ........................................

Award Date: ..................................... Term: ........................................

FINAL CONTRACT AMOUNT $ ______________

2. I certify that all supplies, materials, equipment, services, work or other items required by the above project, have been received, accepted and accounted for and that final disposition has been made for any HCC furnished property provided under the Contract/Project. I concur that the Contract/Project File may be closed.

Signature of Project Manager/Requestor ..................................... Date 
Print Name of Project Manager/Requestor ................................. Date 

To the best of my knowledge and belief, I declare and affirm regarding the aforementioned Contract/Project that (initial beside all actions once they have been completed):

1. There are no outstanding invoices pending resolution;
2. There are no outstanding claims pending resolution;
3. A performance evaluation for the Prime Contractor is on file;
4. Close-out in PeopleSoft has been performed;
5. Final payment has been made.

Buyer: ..................................... Date 

Distribution:
Accounts Payable ................................. Project Manager/Requestor
Risk Management ................................. Contract File

Issued Date Effective REPLACES Correction Number Page Number
Revised: June 13, 2013 Old Page Number (Effective) Dated 168
Appendix 12.1 Board Action Item

ACTION ITEM

Meeting Date: 
Committee: 

ITEM NO. ITEM TITLE PRESENTER

RECOMMENDATION

STRATEGIC GOAL ALIGNMENT

Goal:

Strategy:

DESCRIPTION OR BACKGROUND

FISCAL IMPACT

Cost Benefit Analysis (provide attachments if necessary)

Small Business

Attachment Title(s):

---

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number (Effective) Dated</td>
<td></td>
<td></td>
<td>169</td>
</tr>
</tbody>
</table>
Appendix 12.2 Board Report Item

REPORT ITEM

Meeting Date: _____
Committee:

ITEM NO. ITEM TITLE PRESENTER

DISCUSSION

STRATEGIC GOAL ALIGNMENT
Goal:
Strategy:

DESCRIPTION OR BACKGROUND

FISCAL IMPACT

Cost Benefit Analysis (provide attachments if necessary)

Small Business

Attachment Title(s):

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td></td>
<td>Old Page Number</td>
<td>Dated</td>
<td>170</td>
</tr>
</tbody>
</table>
Appendix 12.3 Requisition Workflow Form (User)

HOUSTON COMMUNITY COLLEGE SYSTEM
Information Technology Division
PeopleSoft Finance: Requisition Workflow Maintenance Form
(To be completed for User-Level Modifications)

Maintenance Type: _____ Add Authority _____ Modify Authority _____ Remove Authority

Name: ___________________________ PeopleSoft UserID: ___________________________

Job Title: __________________________ College: ___________________________

HCCS E-Mail Address: ___________________________ @hccs.edu

Phone: ___________________________

<table>
<thead>
<tr>
<th>ROLE/APPROVER LEVEL</th>
<th>DEPARTMENT ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATAENTRY</td>
<td></td>
</tr>
<tr>
<td>ACCURACYREVIEWER</td>
<td></td>
</tr>
<tr>
<td>APPROVER200</td>
<td></td>
</tr>
<tr>
<td>APPROVER2500</td>
<td></td>
</tr>
<tr>
<td>APPROVER10000</td>
<td></td>
</tr>
<tr>
<td>APPROVER50000</td>
<td></td>
</tr>
<tr>
<td>APPROVEROVER50000</td>
<td></td>
</tr>
</tbody>
</table>

Supervisor/Dean (Please Print)________________________ Signature __________ Date __________

Administrator (COO/Director)________________________ Signature __________ Date __________

College President ________________________________ Signature __________ Date __________

RETURN COMPLETED FORM TO: Procurement Operations, 3100 Main, P.O. Box 667517, Houston, TX 77266-7517
or FAX: 713-718-2113

Modification of Requisition Workflow Authority must be approved by the Executive Director of Procurement.

Executive Director, Procurement, MC 1118 __________________________ Date __________

For Finance Processing Use Only:

Date Rec’d/Ret’d ___/___/_______ Processed By: __________ Date: __________

Page 1 of 1

Issued Date Effective REPLACES Correction Number Page Number
Revised: June 13, 2013 Old Page Number (Effective) Dated 171
# Appendix 12.4 Requisition Workflow Form (Procurement Operations)

## HOUSTON COMMUNITY COLLEGE SYSTEM
Information Technology Division
PeopleSoft Finance: Requisition Workflow Maintenance Form
(To be completed for Department-Level Modifications)

### Maintenance Type:
- Add Listed Users
- Replace Existing Users

### Department ID:

### Department Description:

<table>
<thead>
<tr>
<th>Workflow Roles/Approver Levels</th>
<th>PeopleSoft UserID</th>
<th>PeopleSoft UserID</th>
<th>PeopleSoft UserID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Entry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accuracy Reviewer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant Reviewer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approver200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approver2500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approver10000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approver50000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ApproverOver50000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Supervisor/Dean**
(Please Print)
Signature
Date

**Administrator**
(COO/Director)
Signature
Date

**College President**
Signature
Date

---

**RETURN COMPLETED FORM TO:** Procurement Operations, 3100 Main, P.O. Box 667517, Houston, TX 77206-7517
or FAX: 713-718-2113

---

Modification of Requisition Workflow Authority must be approved by the Executive Director of Procurement.

Executive Director, Procurement, MC 1118
Date

---

**For Finance Processing Use Only:**
Date Recv/Ret’d __/__/______  Processed By: __________ Date: ________
Appendix 12.5 Tax Exempt Form

TEXAS SALES AND USE TAX RESALE CERTIFICATE

Name of purchaser, firm or agency as shown on permit

Address (Street & number, R.O. Box or Route number)

City, State, ZIP code

Texas Sales and Use Tax Permit Number (must contain 11 digits)

Out-of-state retailer’s registration number or Federal Taxpayer Registry (RFC) number for retailers based in Mexico

(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller:

Street address:

City, State, ZIP code:

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser

Title

Date

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.
T细微ESA SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency

Address (Street & number, P.O. Box or Route number) Phone (Area code and number)

City, State, ZIP code

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: ____________________________

Street address: ____________________________ City, State, ZIP code: ____________________________

Description of items to be purchased or on the attached order or invoice:

____________________________________________________________________________________

____________________________________________________________________________________

Purchaser claims this exemption for the following reason:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Dear Purchaser,

This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

Issued Date          Effective          REPLACES               Correction Number          Page Number
Revised: June 13, 2013

Old Page Number Dated

(Effective)

174
Appendix 12.6 Solicitation Request Form

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>ADDRESS</th>
<th>CONTACT NAME AND PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FUNDING:**

<table>
<thead>
<tr>
<th>FUND</th>
<th>DEPT I.D.</th>
<th>SUB ACCOUNT</th>
<th>PROGRAM</th>
<th>CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE(S):**

BUDGET AUTHORITY: 

VICE CHANCELLOR/PRESIDENT: 

---

**Issued Date**

Revised: June 13, 2013

**Effective**

**REPLACES**

Old Page Number

**Correction Number**

Dated

**Page Number**

175
Appendix 12.7 Non-Discrimination by Vendors Form

PROCUREMENT OPERATIONS
NON-DISCRIMINATION STATMENT

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.

PRINTED OR TYPED NAME

FULL TITLE

COMPANY NAME (TYPE OR PRINT)

STREET ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

SIGNATURE

DATE

Issued Date

Effective

REPLACES

Correction Number

Page Number

Revised: June 13, 2013

Old Page Number

Dated

(Effective)

176
Appendix 12.8 Subcontractor/Supplier Certification of Payment by Vendor

PROCUREMENT OPERATIONS
SUBCONTRACTORS/SUBCONTRACTORS/SUPPLIERS
PAYMENT CERTIFICATION FORM

INSTRUCTIONS:
1. THIS FORM SHALL BE COMPLETED AND SIGNED BY AN OFFICER OF THE SUBCONTRACTOR’S COMPANY FOR EACH PAYMENT RECEIVED FROM THE PRIME CONTRACTOR AND SHALL BE RETURNED TO THE PRIME CONTRACTOR FOR ITS SUBMISSION TO HCC.
2. THE PRIME CONTRACTOR SHALL ATTACH THIS COMPLETED FORM TO EACH INVOICE FOR PAYMENT SUBMITTED TO HCC ACCOUNTING DEPARTMENT AND THE OFFICE OF COMPLIANCE.

FROM REPORTING PERIOD: 

TO

NAME OF CONTRACTOR/SUBCONTRACTOR/SUPPLIER (CIRCLE ONE):

ADDRESS:

PHONE NO.: FAX NO.:

E-MAIL ADDRESS

PRIME PURCHASE ORDER NO./INVOICE NO. FOR THIS PAYMENT:

CHECK NO. / DATE OF PAYMENT SUBMITTED TO SUBCONTRACTOR:

I HEREBY CERTIFY THAT THE ABOVE FIRM HAS RECEIVED (CIRCLE ONE) FULL/PARTIAL PAYMENT ON DATE ______________ FROM

PRIME CONTRACTOR

IN THE AMOUNT OF $ __________________ AS PAYMENT OF OUR INVOICE/PURCHASE ORDER

DATED ______________ FOR WORK PERFORMED DURING: FROM ______________ TO ______________ UNDER THE CONTRACT

OR PROJECT TITLE AND NUMBER: 

TOTAL AMOUNT INVOICED TO DATE: $ ________

AMOUNT DUE THIS REPORTING PERIOD: $ ________

TOTAL PAID TO DATE: $ ________  0.00

TO BE COMPLETED BY OFFICER OF FIRM:

PRINTED OR TYPED NAME:

TITLE:

SIGNATURE:

E-MAIL ADDRESS:

DATE:

<table>
<thead>
<tr>
<th>Issued Date</th>
<th>Effective</th>
<th>REPLACES</th>
<th>Correction Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised: June 13, 2013</td>
<td>Old Page Number</td>
<td>(Effective) Dated</td>
<td></td>
<td>177</td>
</tr>
</tbody>
</table>
Appendix 12.9 Subcontractor Progress Assessment Form

## PROCUREMENT OPERATIONS
### SUBCONTRACTOR PROGRESS ASSESSMENT FORM

<table>
<thead>
<tr>
<th>List Subcontractor(s) Name Below:</th>
<th>Total Subcontract Amount:</th>
<th>Amount Paid This Period:</th>
<th>Total Paid To Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Signature:
Name (Print or Type):
Title:
Date:
Telephone:
E-mail Address:

---

### Issued Date
Revised: June 13, 2013

### Old Page Number
(Effective) Dated

### Page Number
178