

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**INVITATION FOR BID**

**HVAC REPLACEMENTS FOR COLEMAN COLLEGE**

**IFB NO.: 20-35**

**ISSUED BY:**

Procurement Operations Department

**FOR:**

Facilities Department

**PROCUREMENT OFFICER:**

Arturo Lopez, Sr. Buyer

Telephone: (713) 718-7463

E-mail: [Arturo.Lopez@HCCS.edu](mailto:Arturo.Lopez@HCCS.edu)

**BIDS ARE DUE AT THE ADDRESS SHOWN BELOW**

**NO LATER THAN:**

June 18, 2020 by 2:00 p.m. (local time)

**at**

Houston Community College

Procurement Operations Department

3100 Main Street, 11th Floor

Houston, Texas 77002

IFB No. 20-35: HVAC Replacements for Coleman College

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

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**NOTE: All noted Attachments are to be completed and submitted with Bid, Attachments 1, 5 and 7 must be signed and notarized.**

**SOLICITATION SCHEDULE**

**The following is the anticipated solicitation schedule including a brief description for milestone dates:**

| <b>Solicitation Milestone</b>  | <b>Date &amp; Time</b>  |
|--|---|
| Invitation for Bid released and posted to HCC’s & ESBD’s websites  | Monday, May 18, 2020  |
| Online Pre-Bid Conference Webinar (Non-Mandatory)<br>See WebEx instructions below                              | Tuesday, June 2, 2020 at 2:00 pm (local time)                                     |
| Site Visits are held in compliance with the CDC guidelines for social distancing. Refer to the schedule below. | Wednesday, June 3, 2020 through Thursday, June 4, 2020 per schedule listed below. |
| Deadline to receive written question/inquiries   | Tuesday, June 9, 2020 by 2:00 p.m.  |
| Responses to written questions/inquiries (estimated)   | Friday, June 12, 2020   |
| Bid Submittal Due Date and Time  | Thursday, June 18, 2020 by 2:00 p.m. local time                                   |
| Anticipated Board Recommendation and Approval  | August, 2020  |

**NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the IFB and posted on Procurement Operations web site for your convenience.**

## **Section 1 – Bid Overview & Scope of Work**

### **1. Bid Overview**

The Houston Community College, (“HCC”) or (“College”) is seeking competitive sealed written bids from qualified firms to provide HVAC Replacements for its Coleman College in accordance with the plans and specifications referenced herein. Qualified firms are invited to submit a written response outlining your bid to provide goods, equipment and services as described in the Scope of Work, and in accordance with the terms, conditions and requirements set forth in the Invitation for Bid (IFB). The successful bidder will provide the scope of work in accordance with all applicable laws, regulations and professional standards.

#### **1.1 Background Information**

Houston Community College is one of the largest institutions of higher education in the country with more than 70,000 students each semester, including more international students (8%) than any community college in the country. With an inspiring vision, HCC will become an opportunity institution for every student we serve – essential to our community’s success. To learn more about HCC visit our website at [hccs.edu](https://www.hccs.edu).

The Houston Community College System service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City.

To learn more about HCC follow the link below: <https://www.hccs.edu/fact-book/>

#### **1.2 Term of Agreement**

The award resulting from this solicitation, if any, will be a one (1) time purchase as required for the term of the project in accordance with the project schedule.

#### **1.3 Pre-Bid Conference**

Due to the Covid-19 virus and out of an abundance of caution for the health of our students, faculty and staff, as well, as our community, Houston Community College closed all buildings on Friday, March 20, 2020. Students, faculty and staff made preparation to transition to a remote teaching and instruction environment for faculty and students, as well as, a remote virtual work environment for the administration and staff. The COVID-19 pandemic has changed the way we work-at least for the time being.

An online pre-proposal conference meeting will be held as indicated in the Solicitation Schedule above. Attendance at this conference is not required but is encouraged. Any questions in connection with this IFB must be submitted in writing via email. Bidders who may not have the capability to participate and view the pre-bid conference remotely are encouraged to submit questions in writing. The College intends to present general information, which may be helpful in the preparation of proposals. (See instructions below)

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HOUSTON COMMUNITY COLLEGE IFB 20-35

HVAC REPLACEMENTS – COLEMAN COLLEGE

**PRE BID WebEx MEETING 2:00 P.M., Tuesday, June 2, 2020**

Please enter your name and Company name when joining the meeting. We will open the meeting a few minutes early. We expect a number of vendors so please join and sign in early.

-----  
WebEx Meeting information  
-----

Meeting will open early and start promptly at 1:55pm

Agenda:

- Introductions of those HCC staff present or on the phone
- State imposed Blackout period
- Review of IFB document
- Any announcement concerning the IFB 20-35 content or calendar
- General Scope and bid submission process
- Content Q & A session

**Vendor WebEx Mtg. IFB 20-35 HVAC Replacements - Coleman College**

Tuesday, June 2, 2020

2:00 pm | Central Daylight Time (Chicago, GMT-05:00) | 1 hr.

**Join WebEx meeting**

Meeting number (access code): 790 481

846

Meeting password: 9Rv6QX4m

**Join by phone**

[+1-415-655-0003](tel:+14156550003) United States Toll

[+1-469-210-7159](tel:+14692107159) United States Toll (Dallas)

[Global call-in numbers](#)

**Join from a video system or application**

Dial [790481846@hccs.webex.com](mailto:790481846@hccs.webex.com)

You can also dial 173.243.2.68 and enter your meeting number

Add this meeting to your calendar. (Cannot add from mobile devices.)

Add this meeting to your calendar. (Cannot add from mobile devices.)

**1.4 Site Visit Schedules & Instructions**

Ms. Cynthia Robinson, Project Manager, will lead the site visits and will only allow a maximum of 8 participants per site visit session.

The College will hold site visits in compliance with the CDC guidelines for social distancing. Although we understand that site visits may provide some vital information about a project, we encourage Bidders to rely on the complete plans, specifications and drawings, included in the solicitation in order to Bid.

HCC's top priority has always been the health, safety, and well-being of our students, faculty, staff and our community. Therefore, we ask that anyone interested in participating in a site visit to RSVP by emailing [arturo.lopez@hccs.edu](mailto:arturo.lopez@hccs.edu) by **5:00 p.m. on Monday, June 1, 2020**. Please include your company name and your preferred session.

Once the date and time for reservations have closed, staff will use the reservation list to invite participants to one of the site visit sessions. You may indicate your session preference, but please know we will limit group sizes to not more than a total of 8 people, which includes six bidders and two HCC representatives per session.

**Two days are being allotted for site visits. Wednesday, June 3, 2020 and Thursday, June 4, 2020. (If needed) Each day's site visits will be held in two sessions: Session 1 - 9:00 a.m. to 11:00 a.m. and Sessions 2 - 2:00 p.m. to 4:00 p.m.**

The site visits will convene at HCC's Coleman College of Health Sciences, located at 1900 Pressler Street, Houston, TX, 77030. You will have to sign in and register. Participants are encourage to bring along and use PPE, especially mask.

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## 1.5 Bids Submission & Bid Opening Instructions

### Bid/ Proposal Submission & Bid Opening

It is solely the responsibility of each bidder/proposer to assure that their bid/proposal is delivered at the specified place and prior to the deadline for submission. Bids, which for any reason are not so delivered, will not be considered for purposes of this IFB.

Bids must be received on or before the date and time specified in the IFB.

Bidders should use mail, courier deliver, Fed-Ex, UPS or other carriers, for delivery of their bids/proposals. To help keep your employees, as well as, our staff safe, HCC only accepts curbside deliveries.

The bid package must be delivered at the proposer's expense to:

Attn: Arturo Lopez- Sr. Buyer  
Houston Community College  
Administration Building  
3100 Main (**deliver to the loading dock located in the rear of building on Rosalie Street**)  
Houston, Texas 77002

For courier delivery questions or concerns when attempting to deliver to the loading dock located in the rear of the building on Rosalie Street, please contact the telephone number is 713-718-5107. It is solely the responsibility of each proposer to assure that their bid/proposal is delivered at the specified place and prior to the deadline for submission. Bids/Proposals which for any reason are not received timely will not be considered.

### Bid Opening

Due to continued closures and restricted access to HCC facilities resulting from the COVID-19 virus, the College appreciates you following the Bid Opening instructions below.

**A face to face public bid opening will not be held. Instead, an online public bid opening will be held after the close date and time. The bid opening will be held online, as a webinar, and using WebEx on Thursday, June 18, 2020 at 4:00 pm Central Standard Time.**

Bidders are invited and encouraged to participate in the online Bid Opening and may access the online webinar as described in the WebEx instructions below:

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HOUSTON COMMUNITY COLLEGE IFB 20-35

HVAC REPLACEMENTS – COLMAN COLLEGE

**BID OPENING WebEx MEETING 4:00 p.m., Thursday, June 18, 2020**

Please enter your name and Company name when joining the meeting. We will open the meeting a few minutes early. We expect a number of vendors so please join and sign in early.

-----  
WebEx Meeting information  
-----

Meeting will open early and start promptly at 3:55pm

Agenda:

- General bid receipt and bid opening process
- Any announcement and reading of Bids

**Vendor WebEx Mtg. IFB 20-35 HVAC REPLACEMENTS – COLEMAN COLLEGE**

**Join WebEx meeting**

Thursday, June 18, 2020

Bids due by 2:00 pm | Central Daylight Time and read at 4:00 pm | 1 hr.

Meeting number (access code): 795 728 809

Meeting password: HJyRYesq652

**Join by phone**

Tap to call in from a mobile device (attendees only)

[+1-415-655-0003](tel:+14156550003) United States Toll

[+1-469-210-7159](tel:+14692107159) United States Toll (Dallas)

[Global call-in numbers](#)

**Join from a video system or application**

Dial [795728809](tel:795728809)@[hccs.webex.com](https://hccs.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Add this meeting to your calendar. (Cannot add from mobile devices.)

Can't join the meeting? Contact support.

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### **1.6 Performance and Payment Bonds**

The successful Contractor(s) shall be required to provide a Performance and Payment Bond in the total amount (100%) of the Contract, if the award is in excess of \$25,000.00, only the Payment Bond will only be required. If award is in excess of \$100,000.00, both Performance and Payment Bonds are required.

The Performance and Payment Bonds shall be in the same form as that distributed by HCC, and attached hereto, all duly executed by bidder (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.

### **1.7 Disposal of Existing HVAC and Associated Equipment**

The Contractor shall be required to remove and properly dispose of existing HVAC and associated equipment and materials in accordance with all federal, state and local laws and regulations. The Contractor is responsible for disposing of any materials in coordination with HCC's designated Recycle Contractor, South Post Oak Recycling Center (SPORC). The recycling facility contact person is, Ms. *Brandi Harleaux* via email at [brandi@southpostoakrecycling.com](mailto:brandi@southpostoakrecycling.com), or by phone at 713.433.9944.

**Additionally, Mr. Ken Hoyle, HCC's Manager of Business Services, may assist in the recycle process. He can be reached at [kenneth.hoyle@hccs.edu](mailto:kenneth.hoyle@hccs.edu) or 713-718-5106.**

HCC intends to sell any scrap boiler system units in addition to any copper, steel, tin, stainless steel, both ferrous and nonferrous scrap to South Post Oak Recycling Center (SPORC). Materials will be either delivered to SPORC by the contractor or placed in a roll off container provided and hauled by SPORC.

South Post Oak Recycling Center will furnish a scale receipt (proof of delivery) to the truck driver (vendor shall NOT pay driver cash) delivering scrap metal which states the quantity in pounds and describes each applicable category of material.

Copies of scale receipts, invoice receipts and the full amount due to HCC shall be furnished to the HCC's Procurement Officer identified herein.

Prices of material will be based on the American Metal Market rates negotiated in the agreement with SPORC.

### **1.8 Brand Name or Trade Name**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Contractors/Suppliers, but are intended to approximate the quality design or performance that is desired. Any bid that proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, the assumption will be that the item bid is exactly as specified on the Request for Proposal.



## 2. Scope of Work

The Work shall include furnishing all tools, labor, materials, equipment, and miscellaneous items necessary for the complete construction of new and/or renovated HVAC equipment and associated appurtenances in Coleman College building campus. The site includes the removal, recycle and properly dispose of all existing HVAC and associated equipment scheduled and provide and install new HVAC replacements and associated equipment as stated in the project description herein.

The Contractor shall furnish all material, labor, tools, supplies, equipment, insurance, bonds, transportation, superintendence, barricades, temporary protection, temporary construction of every nature, taxes, contributions and all services and facilities, unless specifically excepted, and install all materials, items, and equipment required to complete the construction of HVAC replacements project.

### 2.1 Project Description

The existing systems have exceeded their useful life expectancy and have required above standard maintenance to be performed causing the need for replacement. The project is located at HCC's Coleman College of Health Sciences, located at 1900 Pressler Street, Houston, TX, 77030.

The Contractor shall be required to perform the following:

- 2.1.1 Removal of Existing HVAC System OAHU-R.01 with VFD, condensate piping, chill water supply and return piping, wiring and associated controls.
- 2.1.2 Remove Fan Coil Units FCU-P.01, FCU-P.02, and FCU-P.03 condensate piping, chill water supply and return piping, wiring and associated controls.
- 2.1.3 Chill water as required, both supply and return will be removed to isolation valves.
- 2.1.4 Steam pipe piping to be removed and capped at the 4<sup>th</sup> floor mechanical room.
- 2.1.5 Remove the duct riser for OAHU –R-01 the contractor shall remove the drywall at the shaft wall on the 5<sup>th</sup> floor as required and reinstall the duct.
- 2.1.6 Patch and repair the shaft wall as required.
- 2.1.7 Remove existing unit heater and associated controls.

*Note: Conduit and circuits and DDC control panel will be reused as per the contract documents.*

- 2.1.1 Installation of New HVAC System: Install OAHU-R.01 along with all associated piping, wiring, and controls to ensure a complete system.
- 2.1.2 Re-flash the roof curb as required.
- 2.1.3 Install Fan Coil Units per the contract documents. All associated piping, wiring, and controls to ensure a complete system.
- 2.1.4 Install unit heaters per the contract documents associated wiring controls to ensure a complete systems.

- 2.1.5 Clean all duct, grills and equipment. Coordination with test and balance and commissioning is required.
- 2.1.6 Touch up finishes if needed and do a final clean of the building and equipment to ensure it is ready for use.
- 2.1.7 Install new controls using (Schneider Electric Ecostuxture System, OR EQUIVALENT).
- 2.1.8 Ensure electrical panels are labeled correctly.
- 2.1.9 A lift plan will need to be submitted to the project team to coordinate with the public transportation.
- 2.1.10 Coordination with the removal and replacement of OAHU-R-.01 is required to prevent impact to the school.
- 2.1.11 Equipment List: OAHU-R.01: See Specifications: Custom Unit
- 2.1.12 FCU-P.01, Trane, Model No. BCD054 (or equivalent)
- 2.1.13 FCU-P.02, Trane, Model No. BCD024 (or equivalent)
- 2.1.14 FCU.03, Trane, Model No. BCD024 (or equivalent)
- 2.1.15 EUH-P.01, Trane, Model No. UHEC053D (or equivalent)
- 2.1.16 EUH-P.02, Trane, Model No. UHEC053D (or equivalent)
- 2.1.17 The Contractor shall be responsible for supplying any Personal Protective Equipment (PPE) necessary to conduct inspection of the work location.

**2.2 Safety Program**

List your firm's Worker Compensation Experience Modification Rate (EMR) for the last 5 years as obtained from your insurance agent:

- 2.2.1 List Number of injuries and illness
- 2.2.2 Number of lost time accidents
- 2.2.3 Number of recordable cases
- 2.2.4 Number of fatalities
- 2.2.5 Number of employee direct hire fixed hours worked. (Round to 1,000's)
- 2.2.6 Are regular Project safety meetings held for Field Supervisor(s)? Yes No
- 2.2.7 If yes, frequency: Weekly. Bi-Monthly. Monthly. As Needed
- 2.2.8 Are Project safety inspections conducted? Yes No

2.2.9 If yes, who performs inspection?

2.2.10 How often?

2.2.11 Who is required to attend?

2.2.12 Does your firm have a written safety program? Yes No

### **2.3 E-Builder Link:**

The scope of work covers the requirements for the contractor to provide HVAC Replacements for Coleman College, as a "Turn-Key" project as outlined in the construction drawings, plans and specifications described by checking the e-Builder link below:

<https://app.e-builder.net/Plan Book 20-35>

### **3. Additional Information**

A bid award, if any, will be through the issuance of an HCC purchase order (PO) and shall be governed by the general terms and conditions of purchase outlined on the HCC PO document unless such terms and conditions are superseded by the content of this IFB or contract (if terms are in conflict, the terms of the IFB will take precedence).

By submitting a response to this request, the offer or accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in the General Terms and Conditions found on the HCC web site at: <https://HCC General-Terms-and-Conditions-of-Purchase-Orders.pdf>  
The final authority to approve or disapprove delivered products and/or services lies with HCC.

In the event products/services delivered do not meet specification quality level, or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to HCC.

The bidder shall be responsible for all claims against the manufacturer for manufacturing defects.

Any correspondence regarding a HCC PO, specifically an invoice, must include the PO number to ensure correct and timely processing. Invoices must reference HCC's PO number.

HCC will not be responsible for products delivered or services rendered in advance of a supplier's receipt of a purchase order.

The bidder must notify HCC immediately once it is known that products and/or services will not be delivered / rendered as promised.

If HCC, in the exercise of its best judgment, determines the supplier's process for the delivery of products and/or services is unsafe or hazardous to life or property, HCC will suspend the process until the supplier takes corrective action.

No allowance will be made for a supplier' waste, loss, breakage, damage or difficulties.

Trash or refuse generated because of the operations or activities of the supplier delivering products and/or the supplier, at supplier's expense, will properly dispose of services.

The bidder shall be responsible for all claims against a carrier for freight and/or damage.

**4. Additional Services**

In the event College may require additional related services to be performed by Contractor that are outside the scope of this Agreement ("Additional Services") it may submit a written request for a proposal from Contractor ("Proposal"), which Contractor may provide if Contractor is willing and able to perform such Additional Services. Such Proposal shall contain (a) the scope of work to be performed; (b) a fixed billing rate for the proposed services; and (c) any other information relevant to such Proposal. Contractor shall deliver such Proposal to College within a reasonable period of time. If such Proposal for Additional Services is acceptable to the College, it will sign such Proposal. College may deny such Proposal at its sole and absolute discretion.

**5. Additions and Deletions**

HCC, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the College. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

**6. Estimated Quantities Not Guaranteed**

The estimated quantities specified herein are not a guarantee of actual quantities, as HCC does not guarantee any particular quantity of equipment or services requested during the term of this contract. The quantities may vary depending upon the actual needs of the user department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, HCC shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein. There is no guaranteed amount of business, expressed or implied, to be purchased or contracted for by HCC.

Contractor at a minimum shall provide a full one-year warranty on all equipment or workmanship. Contractor must provide warranty information.

The Contractor shall provide the following Warranty details:

- i. Describe the warranty period including a detailed description of what is covered and what may be excluded from coverage.
- ii. Provide detailed description of what is covered and what may be excluded from coverage under the optional maintenance.
- iii. Identify what type and kind of field support you will provide under this solicitation; if any.

**7. Added Value**

HCC is interested in maximizing the value of expenditures as it relates to achieving additional value that would further benefit HCC and its operation, as well as its community of citizens and their tax based funding. As such, bidders are encouraged to consider, develop and propose added value concepts, programs, components and the like that would further enhance the proposed acquisition represented in this solicitation request.

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**Section 2 – Sealed Bid Form**

**1. Instructions**

The Bidder shall furnish necessary resources and services required to complete the project, in accordance with the scope of work and project specifications and drawings hereby incorporated and made a part of this IFB and the contract documents, for the prices listed below. Provide a Total Proposed Price reflecting all project costs to successfully complete the project. Work requirements will be specified in individual purchase orders issued by Houston Community College.

Please submit this form in a separate sealed envelope and label it "Price Bid".

**2. Project Budget and Owner’s Contingency:**

**Engineers Estimated Budget: \$800,000 to \$900,000.**

**Owners Contingency** sum of **\$145,140** in the Project Bid Grand Total.

**3. Total Cost**

Bidder shall insert total base bid cost below as indicated on Exhibit 1 – Pricing Spreadsheet.

|     |                             |                  |
|-----|-----------------------------|------------------|
| 12. | <b>BASE BID TOTAL</b>       | <b>\$</b>        |
| 13. | <b>EDUCATIONAL DISCOUNT</b> | <b>LESS \$</b>   |
| 14. | <b>CONTINGENCY</b>          | <b>\$145,140</b> |
| 15. | <b>GRAND TOTAL</b>          | <b>\$</b>        |

**Bidder’s maximum project duration (in calendar days) \_\_\_\_\_ Days**

**Extended Equipment Maintenance Cost (HVAC Replacements)**

Proposed annual maintenance cost following manufacturer initial one-year warranty period.

- a. Year 2 \$ \_\_\_\_\_
- b. Year 3 \$ \_\_\_\_\_
- c. Year 4 \$ \_\_\_\_\_
- d. Year 5 \$ \_\_\_\_\_

**Rate Sheet for Additional Services**

The college may request proposal for related serves, the Contractor is asked to include their standard price sheet to cover all items and services not specifically covered in the IFB. (The additional price sheets will not be considered in the evaluation)

*Balance of page intentionally left blank.*

**4. Cooperative Contract**

Please list the following information for the cooperative contract that your proposal is being submitted under:

|                                    |  |
|------------------------------------|--|
| Cooperative Contract Name:         |  |
| Cooperative Contract No.           |  |
| Cooperative Contract Term          |  |
| Cooperative Contract Website link: |  |

**5. Sealed Bid Signature**

I have received and thoroughly examined the plans, specifications, and project schedule and have visited and examined the work site. I have also received and considered all solicitation amendments as posted on the solicitation website and have included those provisions in my Bid.

I understand the work to be done as provided in the plans and specifications. I further understand that the work is subject to the review and approval of Houston Community College System and submit the following Bid.

In submitting this Bid, the undersigned agrees and accepts all provisions and exhibits within this IFB.

|            |  |
|------------|--|
| Name:      |  |
| Title:     |  |
| Date:      |  |
| Signature: |  |

*Balance of page intentionally left blank.*

## **Section 3 – Bid Evaluations**

### **1. Evaluation of Bids**

The general selection criteria for this IFB in order of precedence are as follows:

- e. Responsible low bid meeting specifications and being responsive to the requirements of this IFB.
- f. Compliance with HCC's Small Business Enterprise (SBE) goal will be considered as part of the bidders' responsibility. Failure to meet the goal may be grounds for determination that a bidder is not a responsible bidder.

Finalists may be asked to make a presentation to HCC prior to a final decision being made.

### **2. Eligibility for Award**

In order for a bid to be eligible to be awarded the contract, the bid must be responsive to the solicitation and HCC must be able to determine that the bidder is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive bids are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Bids, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

- g. Responsible bids, at a minimum, must meet the following requirements:
  - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
  - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - iii. Have a satisfactory record of past performance;
  - iv. Have necessary personnel and management capability to perform any resulting contract;
  - v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - vi. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the bid is so certifying to such non-delinquency; and
  - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- h. Bid(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible bidder. Failure to provide any requested additional information may result in the bidder being declared non-responsive and the bid being rejected.

- i. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the bidder or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- j. A person or bidder shall not be eligible to be considered for this solicitation if the person or bidder engaged in or attempted to engage in prohibited communications as described in Section 5.17 - Prohibited Communications and Political Contributions.
- k. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this IFB.

*Balance of page intentionally left blank.*



## **Section 4 – Instructions to Bidder**

### **1. General Instructions**

- a. Bidders should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Bids and any other information submitted by Bidders in response to this Invitation For Bid (IFB) shall become the property of HCC.
- c. HCC will not provide compensation to Bidders for any expenses incurred by the Bidder for bid preparation or for any demonstrations that may be made, unless otherwise expressly stated. Bidders submit bids at their own risk and expense.
- d. Bids, which are qualified with conditional clauses, or alterations, or items, not called for in the IFB documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each bid should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this IFB. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCCs needs.
- f. HCC makes no guarantee that an award will be made as a result of this IFB, and reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this IFB or resulting Agreement when deemed to be in HCCs best interest. Representations made within the bid will be binding on responding firms. HCC will not be bound to act by any previous communication or bid submitted by the firms other than this IFB.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this IFB may result in the rejection of your bid.

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

All Attachments noted in Section are to be completed and submitted with Bid, Attachments 1, 5 and 7 must be signed and notarized.

### **3. Document Format and Content**

- a. Bid must be signed by Bidder's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your bid to disqualification.
- b. Responses to this IFB must include a response to the bid requirements set forth in the Scope of Work, above.
- c. Bids must be typed on letter-size (8-1/2" x 11") paper. HCC requests that bids be submitted in a binder. Preprinted material should be referenced in the bid and included as labeled attachments. Sections should be divided for ease of reference. An electronic copy of the bid must be provided in an Adobe Acrobat (.pdf) format.
- d. Table of Contents: Include with the bid a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the bid as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- e. Pagination: All pages of the bid should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- f. Number of Copies: Submit one (1) original printed and one (1) electronic copy of your bid including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your Sealed Bid Form. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
- g. Bids must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Solicitation Schedule.
- h. The envelope containing a bid shall be addressed as follows:
  - i. Name, Address and Telephone Number of Bidder;
  - ii. Project Description/Title; Project Number; and Bid Due Date/Time.

- i. Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.
- j. Telephone, Facsimile ("FAX") or electronic (email) bids are not acceptable when in response to this Invitation For Bid.

#### 4. Bidder Response

General: Your Technical Bid should clearly define (i) your Firm's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Work, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Bid shall include the following:

- a. Sealed Price Form  
The Bidder shall furnish all resources and services necessary and required to provide the goods and services of the type and kind required in this IFB, in accordance with the Scope of Work/Specifications, and the governing terms and conditions for the proposed price(s) listed in Section 2 – Sealed Price Form.
- b. Cover letter  
The cover letter shall not exceed 1 page in length, summarizing key points in the bid and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.  
  
**Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this IFB.**
- c. Confirm acceptance of all requirements noted in the IFB, including all requirements noted in the Scope of Work/Specifications.
- d. Provide references of firm's past performance, including contact information (name, number, email), where Bidder has successfully performed the work of the type and kind required in this IFB.
- e. Provide the name of the project manager that will be assigned to this project through completion.
- f. Provide your Experience Modification Rate (EMR) for the past three years.

#### g. Small Business Commitment

This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.

- i. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
- ii. For this Project HCC has a small business participation goal of **Thirty-Five Percent (35%)**.
- iii. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
- iv. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.
- v. Provide a reference list of all customers noted in Section 4(d) above that included a Small Business or similar program where you have performed work similar to the type of work described in this IFB. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.

#### h. Firm's Financial Status

- i. Provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
- ii. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes,

specify date(s), details, circumstances,  
and prospects for resolution.

i. Required Attachments

This section shall include all Attachments noted in Section 6, all forms shall be completed, signed and submitted with Bid. Attachments 1, 5 and 7 must be signed and notarized.

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## Section 5 – General Information

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

#### **1. General Information**

Houston Community College's service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City. The System is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate degree.

Houston Community College serves its students each semester, by offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepares students in our diverse community to compete in an increasingly technological and international society. Houston Community College plays an integral role in transforming the lives of its students and making our community work.

More information regarding HCC can be found in the annual [HCC Fact Book](#).

*HCC Mission* - Houston Community College is an open-admission, public institution of higher education offering a high-quality, affordable education for academic advancement, workforce training, career development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

*HCC Vision* - Houston Community College will be a leader in providing high quality, innovative education leading to student success and completion of workforce and academic programs. We will be responsive to community needs and drive economic development in the communities we serve.

Additional information about Houston Community College may be found by visiting [HCC Website](#).

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

#### **2. Overview**

The Houston Community College, ("HCC") or ("College") is seeking bids from qualified firms in accordance with the Scope of Work noted above. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide goods, equipment and services as described in the Scope of Work, and in accordance with the terms, conditions and requirements set forth in the Invitation For Bid (IFB). The successful bidder will provide the scope of work in accordance with all applicable laws, regulations and professional standards.

HCC reserves the right to make single, multiple or no award for the goods or services described herein and as deemed in its own best interests.

HCC reserves the right to reject any or all bids or to accept any bids it considers most favorable to HCC, or to waive irregularities in the Invitation For Bid (IFB) and submittal process. HCC further reserves the right to reject all bids or submittals and terminate the solicitation process or seek new bids when such procedure is reasonably in the best interest of HCC.

This IFB solicitation does not in any way obligate HCC to award a contract or pay any expense or cost incurred in the review and submission of bids responding to this IFB.

All applicable attachments contained in the IFB shall be completed. Failure to do so may result in the firm's bid being declared non-responsive to the solicitation requirements.

Information provided in response to the IFB is subject to the Texas Public Information Act and may be subject to public disclosure.

By submitting its bid in response to this IFB, respondent accepts the evaluation process and acknowledges and accepts that determination of "most-qualified" and "best valued" firm(s) will require subjective judgments by HCC.

Any exceptions taken to the terms of the IFB must be specific, and the respondent must indicate clearly what alternative is being offered to allow HCC a meaningful opportunity to evaluate implications of the exception (if any).

Where exceptions are taken, HCC shall determine the acceptability of the proposed exceptions. HCC may accept or reject the exceptions.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this IFB. However, HCC is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted all terms and conditions to which no exceptions have been taken.

The IFB provides information necessary to prepare and submit bids or responses for consideration by HCC based on the listed criteria. HCC may request additional clarification and oral interviews solely on the written responses to this Invitation For Bid.

**3. Pre-Bid Meeting**

The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-bid meeting shall be binding to HCC; any changes to the requirements of this IFB shall be made by way of written solicitation amendment.

If applicable, the Pre-Bid Meeting date and time is noted in the Solicitation Schedule.

**4. Award / Contract Approval**

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is an invitation for bid and neither this solicitation nor the response or bid from any prospective bidder shall create a contractual relationship that would bind HCC until such time as both HCC and the selected bidder sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in the Scope of Work/Services and this IFB.

**5. HCC Contact**

Any questions or concerns regarding this Invitation For Bid shall be directed to the named HCC individual listed on the cover page. HCC specifically requests that bidders restrict all contact and questions regarding this IFB to that named individual. The HCC individual must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

**6. Inquiries and Interpretations**

Responses to inquiries, which directly affect an interpretation or change to this IFB, will be issued in writing by addendum (amendment) and all addenda will be posted on the HCC Website [www.hccs.edu](http://www.hccs.edu). All such addenda issued by HCC prior to the time that bids are received shall be considered part of the IFB, and the Bidder shall be required to consider and acknowledge receipt of such in their bid.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Bidder must acknowledge receipt of all addenda in Attachment No. 1 of this IFB (Contract Award Form).

**7. Commitment**

Bidder understands and agrees that this IFB and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that HCC has made no representation, guarantee or commitment with respect to any specific

quantity of or dollar value to be furnished under any resulting Agreement. Further Bidder recognizes and understands that any cost borne by the Bidder, which arises from Bidder's performance under any resulting agreement, shall be at the sole risk and responsibility of Bidder.

**8. Acquisition from Other Sources**

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

**9. Vendor Registration**

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

Please take a moment to go to the Houston Community College Procurement Operations Department website and register as a vendor. The website address to access the vendor registration form is <https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

If you do not have internet access, you are welcome to use a computer at any HCC library to access the website and register.

**10. Obligation and Waivers**

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

**A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITION OF CONTRACT AWARD.**

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

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

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

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

**HCC RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.**

**HCC IS AN EQUAL OPPORTUNITY/EDUCATIONAL INSTITUTION, WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, DISABILITY, SEXUAL ORIENTATION, OR VETERAN STATUS.**

**11. Contract Award**

Award of a contract, if awarded, will be made to the Bidder who (a) submits a responsive bid; (b) is a responsible bidder; and (c) offers the lowest responsive responsible bid price in accordance with the Texas Government Code Section 2269, Subchapter C Competitive Bidding Method.

A responsive bid and a responsible bidder are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial bid received, without discussion of such bids. Accordingly, each initial bid should be submitted on the most favorable terms from a price and technical standpoint, which the bidder can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the bid documents submitted and consider the bid for award.

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

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

**13. Oral Presentations:**

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each bidder should be prepared to make a presentation to HCC. The presentations must show

that the bidder is responsible and clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

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

The Houston Community College System's Small Business Development Program ("SBDP" or the "Program") was created to provide business opportunities for local small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program, however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

HCC recognizes certification by the following governmental and private agencies: Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE, MWPDBE and DBE Certifications, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews.

Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:

- a. To the extent consistent with industry practices, divide the contract work into reasonable lots.

- b. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- c. Document reasons for rejecting a firm that bids on subcontracting opportunities.

**15. Prime Contractor/Contracts for Services:**

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

**16. Internship Program:**

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact the Procurement Operations Department at 713-718-5001.

**17. Prohibited Communications and Political Contributions:**

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, respondent, Offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee; and
- [3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

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

- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

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

**18. Drug Policy:**

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

**19. Taxes:**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No bid shall include any costs for taxes to be assessed against HCC. The Contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

**20. Texas Public Information Act:**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("The Act") after a contract if any, is awarded. If the Bidder considers any information submitted in response to this Invitation For Bid to be confidential under law or constitute trade secrets or other protected information, the bidder must identify such materials in the bid response. Notwithstanding the foregoing, the

identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the Bidder releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

**21. Appropriated Funds:**

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

**22. Conflict of Interest:**

If a firm, Bidder, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a bid or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person / Bidder submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 6, Conflict of Interest Questionnaire Form, and Attachment No. 7, Financial Interest and Potential Conflict of Interests** with the bid package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: **Attachment No. 6 and Attachment No. 7** shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your bid non-responsive.

**23. Ethics Conduct:**

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

**24. No Third Party Rights:**

This Contract is made for the sole benefit of HCC and the 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.

**25. Withdrawal or Modification:**

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

**26. Validity Period:**

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

**27. Terms and Conditions:**

The form of Contract and HCC Uniform General Conditions shall govern any Purchase Order issued as a result of this solicitation.

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

**28. Submission Waiver:**

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

**29. Indemnification:**

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence,



recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

**30. Delegation:**

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

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**Section 6 – Required Attachments**

**Bidders shall complete all noted Attachments and submit with Bid, Attachments 1, 5 and 7 must be signed and notarized.**

| <b>Attachment Number</b> | <b>Attachment Title</b>   |
|--------------------------|---|
| Attachment No. 1         | Contract Award Form   |
| Attachment No. 2         | Determination of Good Faith Effort Form                                       |
| Attachment No. 3         | Small Business Unavailability Certificate                                     |
| Attachment No. 4         | Contractor & Subcontractor Participation Form                                 |
| Attachment No. 5         | Bidder's Certifications   |
| Attachment No. 6         | Conflict of Interest Questionnaire  |
| Attachment No. 7         | Financial Interests and Potential Conflicts of Interests                      |
| Attachment No. 8         | Insurance Requirements  |
| <b>Exhibit Number</b>    | <b>Exhibit Title</b>  |
| Exhibit No. 1            | Pricing Worksheet   |
| Exhibit No. 2            | Project Construction Drawings (attached)                                      |
| Exhibit No. 3            | Sample HCC Construction Contract and Construction Payment & Performance Bonds |

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**ATTACHMENT NO. 1  
CONTRACT AWARD FORM  
HCC PROJECT NO. IFB 20-35**

**PROJECT TITLE: HVAC REPLACEMENTS FOR COLEMAN COLLEGE**

**PROJECT NO.: IFB 20-35**

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

**Federal Employer Identification Number:** \_\_\_\_\_  
**(Note: please refer to Section 5.9 Vendor Registration)**

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

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

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

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

**Where did you learn of this IFB (please be specific):**    **HCC Website**    **Other** \_\_\_\_\_;

**SBDP event** \_\_\_\_\_;  **Newspaper** \_\_\_\_\_;  **Other** \_\_\_\_\_.

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

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of Contract and Uniform General Conditions referenced and provided herein, and will have the following order of precedence: 1) Contract, 2) Uniform General Conditions, 3) HCC referenced solicitation including all amendments issued by HCC, 4) the IFB response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

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

Title: \_\_\_\_\_ State of: \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

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

**ATTACHMENT NO. 2  
DETERMINATION OF GOOD FAITH EFFORT  
HCC PROJECT NO. IFB 20-35**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

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

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

Section 1.

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

\_\_\_\_\_ Yes, I will be subcontracting portion(s) of the contract.  
(If Yes, please complete Section 2, below and Attachments No. 3 and No. 4)

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

Section 2.

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

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

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

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

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

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

Section 3

SELF-PERFORMANCE JUSTIFICATION

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

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Section 4

CERTIFIED SMALL BUSINESS CLASSIFICATION

Please list the small business certification type for all proposed vendors included in the proposed offer; proposer shall include the prime contractor and sub-contractor details as noted below.

See Section 5.14 Small Business Development Program

| <b>Vendor Name<br/>(Prime and Subcontractor)</b> | <b>Certification Type</b> | <b>Certification Number</b> | <b>Certification Expiration<br/>Date</b> |
|--|---------------------------|-----------------------------|--|
|  |                           |                             |  |
|  |                           |                             |  |
|  |                           |                             |  |
|  |                           |                             |  |
|  |                           |                             |  |

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

\_\_\_\_\_

\_\_\_\_\_  
Date

**ATTACHMENT NO. 3  
 SMALL BUSINESS UNAVAILABILITY CERTIFICATE  
 HCC PROJECT NO. IFB 20-35**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Name of Bidder's Company)

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

| <b>DATE CONTACTED</b> | <b>SMALL BUSINESS NAME</b> | <b>TELEPHONE NO.</b> | <b>CONTACT PERSON</b> | <b>MATERIALS OR SERVICES</b> | <b>RESULTS</b> |
|-----------------------|----------------------------|----------------------|-----------------------|------------------------------|----------------|
| 1.                    |                            |                      |                       |                              |                |
| 2.                    |                            |                      |                       |                              |                |
| 3.                    |                            |                      |                       |                              |                |
| 4.                    |                            |                      |                       |                              |                |
| 5.                    |                            |                      |                       |                              |                |
| 6.                    |                            |                      |                       |                              |                |

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

The above statement is a 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 Bid documents for waiver of small business participation. (See Instructions to Bidders)

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



**ATTACHMENT NO. 5  
BIDDER CERTIFICATIONS  
HCC PROJECT NO. IFB 20-35**

**1. NON-DISCRIMINATION STATEMENT:**

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

**2. BLACKOUT PERIOD COMPLIANCE:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

This period is known as the "Blackout Period," as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

With regard to a Bidder, violation of the Blackout Period may result in the cancellation of the referenced transaction, debarment, and disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

**3. ASSURANCE OF SBDP GOAL:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the CONTRACTOR AND SUBCONTRACTOR PARTICIPATION form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = \_\_\_\_\_

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

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



**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

Has any owner of your business entity been convicted of a felony? \_\_\_\_\_

Has any operator of your business entity been convicted of a felony? \_\_\_\_\_

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

**5. DISCLOSURE OF OWNERSHIP INTERESTS:**

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

**6. PROHIBITED CONTRACTS/PURCHASES:**

The undersigned certifies that he/she has read, understands and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaw regarding Prohibited Contracts/Purchases as further defined in the attached Exhibit 2.

I attest that I have answered the questions truthfully and to the best of my knowledge.

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

Title: \_\_\_\_\_ State of: \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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



**EXHIBIT 2 - TO ATTACHMENT NO. 5  
PROHIBITED CONTRACTS/PURCHASES  
HCC PROJECT NO. IFB 20-35**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, has any pecuniary interest. All such contracts executed prior to June 21, 2012 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, contractor, advisor or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

**Definitions:**

"Business entity" shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. "Business entity" shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

"Director" is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company's policy, and as the company's agent, can bind the company with valid contracts.

"Officer" is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

"Senior Staff Member" shall have the meaning as defined in Article A, Section 3 of the Board Bylaws which includes:

- a. Any member of the Chancellor's Advisory Council;
- b. HCC employees classified as E-10 and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any HCC solicitation for goods or services; and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

**ATTACHMENT NO. 6  
CONFLICT OF INTEREST QUESTIONNAIRE  
HCC PROJECT NO. IFB 20-35**

|  |                               |
|--|-------------------------------|
| <p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p>For vendor doing business with local governmental entity</p>   | <p><b>FORM CIQ</b></p>        |
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>  | <p><b>OFFICE USE ONLY</b></p> |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>   | <p>Date Received</p>          |
| <p><b>2</b> <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>  |                               |
| <p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>  |                               |
| <p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> |                               |
| <p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>   |                               |
| <p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>  |                               |
| <p><b>7</b></p> <p align="center">_____<br/>Signature of vendor doing business with the governmental entity</p> <p align="right">_____<br/>Date</p>  |                               |

**NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.**

**ATTACHMENT NO. 7  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
HCC PROJECT NO. IFB 20-35**

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 one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

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

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

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

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

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

- Ownership interest of at least 10% ( \_\_\_\_\_ )
- Ownership interest of at least \$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 within first degree of affinity to individual has the following ownership or real property interest in Vendor: ( \_\_\_\_\_ )
  - 1. Ownership interest of at least 10%
  - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
  - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
  - 4. Real property interest with fair market value of at least \$2,500
- No individuals have any of the above financial interests (If none go to Section 4) ( \_\_\_\_\_ )

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

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

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

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

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

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

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

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

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

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

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**Section 3- Disclosure of Gifts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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This disclosure is submitted on behalf of:

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

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

Official authorized to sign on behalf of vendor:

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

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

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

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

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

Title: \_\_\_\_\_ State of: \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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



**ATTACHMENT NO. 8  
INSURANCE REQUIREMENTS  
HCC PROJECT NO. IFB 20-35**

The following insurance coverage and limits listed herein are the minimum that the Contractor/Vendor is required to carry during performance of the contract for:

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

Project Number: \_\_\_\_\_

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

|    |  |                |            |
|----|--|----------------|------------|
| A  | Occurrence/Personal Injury/Advertising |                |            |
| B. | Products / Completed Operations        | \$1,000,000.00 | CSL        |
| C. | Annual Aggregate                       | \$2,000,000.00 | CSL        |
| D. | Products Aggregate                     | \$2,000,000.00 | CSL        |
| E. | Fire, Lightning or Explosion           | \$1,000,000.00 | CSL        |
| F. | Medical Expense                        | \$5,000.00     | Per person |

**2. Automobile Liability:**

|                               |                |     |
|-------------------------------|----------------|-----|
| Bodily Injury/Property Damage | \$1,000,000.00 | CSL |
|-------------------------------|----------------|-----|

**3. Workers' Compensation**

|         |                |               |  |
|---------|----------------|---------------|--|
| Part A- | Statutory      |               |  |
| Part B- | \$1,000,000.00 | Each Accident |  |
|         | \$1,000,000.00 | Policy Limits |  |
|         | \$1,000,000.00 | Each Employee |  |

**4. Endorsements**

The following endorsements and other stated information is required on the original certificate of insurance:

- A. 90-Day Notice of Cancellation;
- B. Houston Community College (HCC) to be named as Additional Insured on all policies except Workers' Compensation;
- C. Waiver of Subrogation on all policies;
- D. The assigned project number and/or purchase order number.

**5. Submission of Certificate of Insurance:**

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to HCC within **ten (10)** calendar days of the HCC Board of Trustees approval of the contract award. The Contract will not be awarded until after receipt of the proper certificate of insurance.

Mail the original certificate of insurance  
to: ATTN: Art Lopez, Senior Buyer  
Procurement Operations  
Houston Community  
College  
3100 Main, 11<sup>th</sup> Floor  
Houston, TX 77266-7517

**Note:** CSL denotes "Combined Single Limit"

**Exhibit No. 1**

**Pricing Worksheet**

**(Provided as Separate Exhibit No. 1 to IFB)**

**Exhibit No. 2**

**Project Construction Drawings**

**(Provided as Separate Exhibit No. 2 to IFB)**

**Exhibit 3**  
**HCC PROJECT NO. IFB 20-35**  
**HVAC REPLACEMENTS FOR COLEMAN COLLEGE**

**Sample HCC Construction Contract & Construction Payment & Performance Bonds**

**CONTRACT BETWEEN HOUSTON COMMUNITY COLLEGE**  
**And**

**HCC Project No. IFB 20-35**

This Contract ("Contract") is made by and between Houston Community College ("HCC," "Owner"), a public community college district organized under Chapter 130 of the Texas Education Code, and \_\_\_\_\_, hereinafter known as the ("Contractor"), whose address is \_\_\_\_\_ (individually, "Party" and collectively, "Parties"), effective as of last day of signatory execution ("Effective Date").

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE 1. SCOPE OF WORK:** The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled \_\_\_\_\_ ("Project"). These drawings and specifications prepared for Houston Community College by \_\_\_\_\_ [A/E] acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Contract and the Contract Documents.

The Contract Documents for the Project are enumerated as follows:

|   |              |
|---|--------------|
| UNIFORM GENERAL CONDITIONS                              | Exhibit 1    |
| SCOPE OF WORK, SPECIFICATIONS AND MAPPING LOCATION LIST | Exhibit 2    |
| DIVISION 01 SPECIFICATIONS                              | Exhibit 3    |
| BID PRICE FORM  | Exhibit 4    |
| PAYMENT BOND  | Exhibit 5    |
| PERFORMANCE BOND  | Exhibit 6    |
| CONTRACTOR'S BID or PROPOSAL                            | Exhibit 7    |
| PREVAILING WAGE RATE SCHEDULE                           | Exhibit 8    |
| CONTRACTOR/SUBCONTRACTOR PARTICIPATION FORM             | Attachment A |
| SUBCONTRACTOR PAYMENT CERTIFICATION FORM                | Attachment B |
| SUBCONTRACTOR PROGRESS ASSESSMENT FORM                  | Attachment C |
| SMALL BUSINESS DEVELOPMENT PROGRAM                      | Attachment D |
| ASSURANCE OF SBDP GOAL                                  | Attachment E |
| POLICY ON UTILIZATION OF SMALL BUSINESS PROGRAM         | Attachment F |

**ARTICLE 2. DEADLINE FOR SUBSTANTIAL COMPLETION:** The Owner shall provide a Notice to Proceed in which a Date of Commencement of the Work shall be stated; such Date of Commencement shall be ten (10) or more Days after the date of the Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work within \_\_\_\_\_ Calendar Days following the Date of Commencement. This deadline may be extended by approved Change Orders. The deadline set forth for completion of the Work is an essential element of the Contract.

**ARTICLE 3. THE CONTRACT SUM:** The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of \_\_\_\_\_ Dollars (\$XXXXXXX), and make payment on account as hereinafter provided in the Contract Documents.

ARTICLE 4. SMALL BUSINESS DEVELOPMENT PROGRAM: The Owner has adopted Attachment D, Small Business Development Program, and Attachment F, Policy on Utilization of Small Business Program,

("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Contract, must comply with the requirements of the Policy and adhere to the Small Business ("SB") Subcontracting Plan submitted with Contractor's Proposal and attached as Attachment A, Attachment B, Attachment C, and Attachment E.

No changes to the SB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. LIQUIDATED DAMAGES: For each consecutive Calendar Day after the Deadline for Substantial Completion set forth in Article 2 above that any Work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of **Eight Hundred Dollars (\$800.00) per Calendar Day** will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of Contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK: The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non-Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos);

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 7. ACCEPTANCE OF PROPOSAL OR AWARD OF CONTRACT: By signing this Contract, the undersigned certifies as follows:

**Assignment.** This Contract is a personal service contract for the services of Construction and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without the Owner's written consent.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

**Family Code Child Support Certification.** Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**Eligibility Certification.** Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**Franchise Tax Certification.** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Contract may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**Entire Contract; Modifications.** This Contract supersedes all prior Contracts, written or oral, between Contractor and Owner and shall constitute the entire Contract and understanding between the parties with respect to the Project. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

**Captions.** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**Governing Law and Venue.** This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located, Houston, Texas, Harris County, shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which the Owner is a party.

**Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Contract shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Contract shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Contract.

**Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

**Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for

four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Contract be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Contract shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand HCC's Ethics Policy, [http://www.hccs.edu/hcc/System%20Home/Departments/Procurement\\_Operations/About\\_Procurement/Ethics%20Policy.pdf](http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/Ethics%20Policy.pdf), available at and the HCC Vendor Conflict Interest Questionnaire, [http://www.hccs.edu/hcc/System%20Home/Departments/Procurement\\_Operations/About\\_Procurement/Confliict%20of%20Interest%20Questionnaire.pdf](http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/Confliict%20of%20Interest%20Questionnaire.pdf) and is in compliance with said policies and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause HCC employees to violate HCC's Ethic's Policy, provisions described by HCC Standards of Conduct Guide, , or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Contract.

By signature hereon, Contractor certifies that no member of the Board of Trustees of Houston Community College, or Executive Officers, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Contract as of the day and year first above written.

  
(Contractor)  
**FEID:** 

HOUSTON COMMUNITY COLLEGE  
(Owner)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Original Signature)  
Signature)

By: \_\_\_\_\_  
  
(Original

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

Name: Cesar Maldonado, Ph.D., P.E.  
Title: Chancellor

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

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

CONTENT APPROVED:  
Office of Facilities Planning and Construction  
Houston Community College  
By: \_\_\_\_\_  
(Original Signature)

Name: Marshall Heins.  
Title: Chief Facilities Officer

**PAYMENT BOND**

Project No: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ (Contractor), of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto **Houston Community College System** (Owner), in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their respective officers, directors, shareholders, partners, heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for construction of:

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying Public Work Labor and Public Work Material (as defined by Section 2253.001 of the Texas Government Code) to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_



Principal

Surety

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS:

PHYSICAL ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAILING ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**LOCAL RECORDING AGENT**

**PERSONAL IDENTIFICATION**

**NUMBER:**

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

**PERFORMANCE BOND**

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

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

**THAT WE,** \_\_\_\_\_, as Principal, hereinafter called  
"Contractor" and the other subscriber hereto

\_\_\_\_\_, as Surety, do hereby acknowledge ourselves to be held and  
firmly bound to The Houston Community College, "Owner," in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum, well and truly to be made to  
Owner and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators,  
successors, and assigns, jointly and severally.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

**WHEREAS,** the Contractor has on or about this day executed a Contract in writing  
with \_\_\_\_\_ Owner for

\_\_\_\_\_ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the  
Owner, all of which are made a part of this instrument as fully and completely as if set out in full herein.

**NOW THEREFORE,** if the said Contractor shall faithfully and strictly perform Contract in all its terms,  
provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract  
Documents referred to therein and shall comply strictly with each and every provision of Contract and with his  
bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same  
is to remain in full force and effect.

Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, the Surety shall be  
liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof, as more  
fully set forth herein. It is further understood and agreed that the Surety does hereby relieve Owner or its  
representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor  
with the terms of the Contract, including the making of payments thereunder, excepting only Owner's failure to  
make such payments in accordance with the terms and conditions of the Contract, and, having fully considered its  
Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby  
waives any notice of delay by the Contractor in the performance of the Contract. The Surety understands and agrees  
that the provision in the Contract that Owner shall retain

certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the Owner's benefit, and Owner shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that Owner or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

\_\_\_\_\_

WITNESS: (if not a corporation)

(Name of Contractor)

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

By: \_\_\_\_\_ Name:

Name:

Title:

Title:

Date:

ATTEST, SEAL: (if a corporation)

\_\_\_\_\_

WITNESS: (if not a corporation)

(Name of Surety)

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

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

Name:

Name:

Title:

Title:

Date: