

HOUSTON COMMUNITY COLLEGE  
INVITATION FOR QUOTATION

HCC: Q19-26

Due Date: Thursday, December 13, 2018@ 10:00am CST

Title: Armored Car Services

ISSUED BY:

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

SUBMIT INQUIRIES TO:

Name: Marilyn Vega  
Title: Sr. Buyer  
Telephone: (713) 718-7410  
Email: [marilyn.vega@hccs.edu](mailto:marilyn.vega@hccs.edu)  
[hcc.bids@hccs.edu](mailto:hcc.bids@hccs.edu)

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.

1. Instruction

- 1.1 Complete, sign and return Attachment No. 1, Quotation Form, Attachment No. 2 Bidder Certifications, Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ) and Attachment No. 4, Financial Interests and Potential Conflicts of Interest.
- 1.2 Bid/Proposal and the prices quoted therein must remain firm for acceptance for a period of sixty (60) days.
  - 1.1 All items shall be quoted F.O.B. Destination, Full Freight Pre-Paid and Allowed.
  - 1.2 Bids/Proposals may be submitted via email or hard copies delivered to Procurement Officer identified in the solicitation.
- 1.3 HCC's General Terms and Conditions of Purchase Order dated February 9, 2018, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [General-Terms-and-Conditions-of-Purchase-Orders](#).
- 1.4 Specifications
  - (a) Any catalog, brand name or manufacturers' reference used in this request is descriptive only (not restrictive) and is to indicate type and quality desired. Proposals of like nature and quality will be considered unless advertised as a Brand Name Only Specification.
  - (b) If bidding/proposing other than the brand names or manufacturers referenced product literature and technical data sheets must accompany your bid/proposal response.
- 1.5 If you wish not to quote, please sign, return the attached bid/proposal form, and include the words "No-Quote."
- 1.6 Please include a copy of your company's W-9.

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## 2. Vendor Selection

Except as provided by the Texas Education Code, Subchapter B, in determining to whom to award a contract, the District shall consider:

1. The purchase price;
2. The reputation of the vendor and of the vendor's good or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet with the College's needs;
5. The vendor's past relationship with the College;
6. The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses;
7. The total long-term cost to the College to acquire the vendor's goods or services;
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - a. Has its principal place of business in this state; or
  - b. Employs at least 500 persons in this state; and
9. Any other relevant factor specifically listed in the request for bids or proposals.

This section does not apply to a contract for professional services rendered, including services of an architect, attorney, certified public accountant, engineer, or fiscal agent. The District may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, *Government Code*, in lieu of the methods.

## 3. Obligations and Waivers

**THIS REQUEST IS A SOLICITATION FOR BIDS/PROPOSALS AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.**

**HIS REQUEST DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COST INCURRED BY THE INDIVIDUAL OR COMPANY IN THE PREPARATION AND SUBMITTAL OF A BID/PROPOSAL. HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY BID/PROPOSAL AND/OR REJECT ALL BIDS/PROPOSALS OR A PART OF A BID/PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS RFQ.**

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

**BY SUBMITTING A BID/PROPOSAL, 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 RECOMMENDATION OF ANY BID/PROPOSAL;**

- (2) ANY REQUIREMENTS UNDER THIS REQUEST OR RELATED DOCUMENTS;
- (3) THE REJECTION OF ANY BID/PROPOSAL OR ANY PART OF ANY BID/PROPOSAL; AND/OR
- (4) THE AWARD OF A PURCHASE ORDER/CONTRACT, IF ANY.

HCC RESERVES THE RIGHT TO WITHDRAW THIS REQUEST 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.

**4. Issuing Officer**

To preserve the overall integrity of the Request for Quote process, the College specifically requests that all questions or concerns regarding this Request for Quote shall be directed to the procurement officer named in the header section of this solicitation.

**5. Additional Instructions and Conditions**

Time is of the essence and only bids/proposals received from suppliers holding an existing cooperative contract shall be accepted and will be considered.

Attention of bidders is especially directed to the specifications, which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful bidder. Any deviation from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.

The College reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.

Questions and suggestions concerning the Invitation for Quotation must be submitted in writing no later than Wednesday, November 28, 2018 at 10:00am. Written questions or inquiries should be emailed to the Procurement Officer identified above the "Submit Inquiries To" section, on page 1 of this Request for Quotation.

**References**

Bidder to provide a list of at least three (3) three-customer references, which you have sold or are currently selling similar equipment/items/services. Include the company's name; the name, title, and telephone number, email address, of a contact person; the dollar amount of the contract; and the dates that the equipment/items/services were completed. (See attached reference sheet Page Nos. 14 & 15)

**Minimum Qualifications**

- A. Be a full service reputable firm capable of performing all aspects of the request for quote specifications.

**ATTACHMENT NO. 1  
INVITATION FOR QUOTATION  
HCC: Q19-26 - Armored Car Services**

Date:		HCC Quote No.:	
		<b>Q19-26</b>	
Submitted by:		Title:	
Company:		Email:	
Phone:			
Signature:			

**1. Project Overview**

The Houston Community College, (“HCC”) or (“College”) is seeking quotations from qualified firms to provide armored car services in accordance with the scope of services noted below.. Qualified firms are invited to submit a written response outlining their bid to provide goods, equipment and/or services as described in the Scope of Work, and in accordance with the terms, conditions and requirements set forth in the Request for Quote. The successful bidder will provide the scope of work in accordance with all applicable laws, regulations and professional standards.

**Term of Agreement**

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be one (1) year.

HCC reserves the right to purchase goods or services of a related or similar nature and kind from the contractor. Such goods and services, if purchased, shall be on an as needed basis at contractor's then-prevailing prices; provided, however, that such prices are deemed reasonable by HCC.

Houston Community College (HCC) reserves the right to accept or reject, in whole or in part, any or all bids received and to make award based on individual items or combination of items, as it is deemed in the best interest of HCC.

**Bidder/Proposer Must Make Thorough Study and Investigation**

The Bidder must familiarize himself/herself with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications, and by use of any other means that may be necessary to determine the following:

- a. The actual conditions and requirements of the work;
- b. Any unusual difficulties that may be encountered in the prosecution of the work;
- c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and

d. All circumstances and conditions affecting the work or its cost.

The Bidder's proposal must include any and all expenses he or she may incur in order to complete the work stipulated under the proposed contract. Any failure of the Contractor to acquaint himself/herself with all of the available information concerning the above shall not relieve him/her from responsibility for estimating properly the difficulties or cost to successfully perform the work.

### 3. Scope of Work

Houston Community College, ("HCC") or ("College") seeks proposals from qualified firms to provide armored car services. The Contractor shall collect coins, checks, and currency from specified Houston Community College (HCC) facilities and deliver such collections to the HCC designated depository bank, presently Bank of America, location to be designated by HCC. HCC reserves the right to designate a change in depository bank during the term of the resulting contract. The Contractor shall also collect coin orders (i.e. quarters, nickels, etc.) from the bank and deliver the coins to the specified HCC facility on the next scheduled collection day.

#### 3.1 Specifications

##### A. Funds Collection Locations & Pick-up Schedule:

The Contractor shall collect sealed bags of coins and currency from the below HCC facilities, in accordance with the pick-up schedule specified in Exhibit 1, Pick-Up Location Schedule.

##### B. Delivery of Funds to the Bank:

The Contractor shall deliver all currency and coins collected at HCC's facilities to Bank of America's vault located at 2710 Governors Circle, Houston, Texas 77092, and obtain a signed delivery receipt from the bank. All currency and coins shall be delivered to the bank on the same day of collection, or the next day. The Contractor shall furnish a copy of the signed delivery receipt to HCC's Manager of Cash Management on the next scheduled collection day.

##### C. Change in Pick-up or Delivery Schedule:

Houston Community College System may from time to time make changes in the delivery or pickup schedule or location. The Contractor shall change such scheduled delivery/pickup changes within seven (7) days of receipt of written notice from the Manager of Cash Management or designee.

Pick-Up Locations: A final list of current locations and contacts will be provided upon award. The fourteen (14) locations, by zip code, are as follows:

Location	Address	Pick-Up Schedule
1.	Houston, 77002	Monday, Wednesdays and Fridays- 8:00am-11:00am
2.	Houston, 77004	Tuesdays and Fridays - 2:00pm-4:00pm
3.	Houston, 77051	Thursdays - 9:00am -2:00pm
4.	Houston, 77081	Thursdays -10:00am -1:00pm
5.	Stafford, 77477	Thursdays - 8:30am -9:30am
6.	Houston, 77082	Tuesdays and Fridays - 8:00am-1:00pm

7.	Houston, 77083	Fridays - 8:00am - 1:00pm
8.	Houston, 77084	Tuesdays and Fridays - 8:00am-1:00pm
9.	Houston, 77084	Tuesdays and Fridays - 8:00am-1:00pm
10.	Houston, 77087	Mondays and Thursdays - 1:00pm-3:00pm
11.	Houston, 77030	Fridays - 10:00am-12:00pm
12.	Houston, 77013	Wednesday and Fridays- 8:00am - 12:00pm
13.	Houston, 77022	Wednesday and Fridays- 8:00am - 12:00pm
14.	Houston, 77018	Thursdays -10:00am -5:00pm

**D. Holidays Observed by HCC:**

HCC customarily observes the following holidays and will not require the Contractor to pick up funds on these days unless otherwise specified or requested by the Manager of Cash Management or designee.

Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Spring Break	Second week of March
Easter Break	April 19, 2019
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Break (Reduced pick-up at some locations may be required)	Third week of December until January 1 <sup>st</sup>

Any collection originally scheduled for a day that falls on any HCC observed holiday, shall take place at the next business day or next scheduled pick up. HCC shall not pay for any schedule pick up that is not completed.

**E. Record of Collection:**

The Contractor shall provide HCC with an adequate supply of approved receipt books for each pickup location. The Contractor shall sign for deposit bags collected at each pickup location, and provide a copy of the receipt to the authorized HCC representative at the pick-up location before leaving the premises.

**F. Contractor's Employees:**

All employees performing work under this contract shall be fully trained in all phases of Armored Car Transportation Services, and shall be fully bondable, without any felony convictions. The Contractor shall provide advance documentation to the Manager of Quality Assurance and Cash

Control of the Finance & Administration Department that includes photographs of the employee(s) performing the collection services along with their names and signatures. Any changes in collection staff shall be coordinated with HCC prior to provide services.

#### **4. Additional Information**

A bid award, if any, will be through the issuance of a HCC purchase order (PO) and shall be governed by the general terms and conditions of purchase outlined in the HCC Purchase Order document. Unless such terms and conditions are superseded by the content of this IFQ or contract (if terms are in conflict, the terms of the IFQ 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 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.

In the event the supplier fails to deliver the products and/or services as and when promised in the bid, HCC reserves the right to proceed in any one or combination of the following ways:

- a) Cancel all or any part of the PO;
- b) Return all or any part of the products and/or services delivered to date and charge the supplier for any loss or cost incurred as a result of the failure to deliver as promised or
- c) Purchase all or any part of the products and/or services at current market price and charge the supplier the difference between the total of the market price, freight and the supplier's bid price.

The bidder must notify HCC immediately upon knowing that services will not be rendered as promised.

If HCC, in the exercise of its best judgment, determines the supplier's process for the delivery of 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's waste, loss, breakage, damage or difficulties.

## **Warranty of Services**

### **Definitions:**

- a) "Acceptance" as used in this clause, means the act of an authorized representative of HCC's Director of Maintenance and/or designee by which HCC assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.
- b) "Correction" as used in this clause, means the elimination of a defect.
- c) Notwithstanding inspection and acceptance by HCC or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. HCC shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by HCC.

This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services at no additional cost to HCC, or (2) that HCC does not require correction or re-performance.

- d) If the Contractor is required to correct or re-perform, it shall be at no cost to HCC and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, HCC may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to HCC thereby, or make an equitable adjustment in the Contract price.
- e) If HCC does not require correction or re-performance, HCC shall make an equitable adjustment in the contract price.

### **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 the list of 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.

### **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 armored car services 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.

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**Section 5. Pricing:**

**Instructions**

Proposer must complete this section in its entirety, and submit this form in a separate sealed envelope and label it "Proposed Price".

Location	Cost Per Pick up	Scheduled Weekly Pick up Cost	Monthly Cost	Annual Cost
Houston, 77002				\$ -
Houston, 77004				\$ -
Houston, 77051				\$ -
Houston, 77081				\$ -
Stafford, 77477				\$ -
Houston, 77082				\$ -
Houston, 77083				\$ -
Houston, 77084				\$ -
Houston, 77084				\$ -
Houston, 77087				\$ -
Houston, 77030				\$ -
Houston, 77013				\$ -
Houston, 77022				\$ -
Houston, 77018				\$ -
			Total Monthly Cost	\$
			Total Annual Cost	\$

**Total Cost**

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

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

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

**Cooperative Contract (If applicable)**

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:	

**6. Discount for Prompt Payment**

Net 10 Calendar days \_\_\_\_\_%

Net 20 Calendar days \_\_\_\_\_%

**7. Payments and Invoices**

Invoices in duplicate, shall be mailed or delivered to HCC's Accounts Payable and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this quotation.

Both invoice(s) shall be forwarded to HCC's Accounts Payable at the address indicated in the purchase order and/or contract. Upon approval by the College, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days following acceptance pursuant to and receipt of a proper invoice(s).

**Delivery of Invoices**

Houston Community College  
Attn: Accounts Payable  
3100 Main  
Houston, Texas 77002  
[accounts.payable@hccs.edu](mailto:accounts.payable@hccs.edu)

**Delivery Hours**

Delivery will be accepted from 9:00 a.m. to 4:00 p.m., Monday through Friday.

**8. Certification**

By submitting this Quotation, the above named individual certifies that the individual/company is not ineligible to receive a purchase order/contract per the terms and requirements set forth per [HCC General Terms and Conditions](#) or for any other reason. Further, the above named individual certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Request for Quotation.

**9. 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.

**10. Certificate of Insurance Information**

Parties making deliveries to or performing services at the HCC sites, must carry public liability, property damage and Worker Compensation insurance with carriers authorized to provide such insurance under the laws of the State of Texas. Minimum requirements:

- (a) Commercial General Liability- \$1,000,000.00 bodily injury and \$1,000,000.00 property damage;
- (b) Automobile Liability - \$1,000,000.00 bodily injury and \$1,000,000 property damage,
- (c) Worker Compensation insurance - \$1,000,000.00.

Upon request from the College, the successful bidder shall provide the College with a certificate of insurance, naming the Houston Community College as certificate holder.

Respondent must provide proof of insurance for any liability resulting from the student's actions (i.e. injury to, or damage to property of, a third party).

APPENEDIX "A"

HOUSTON COMMUNITY COLLEGE

BID FOR

**Armored Car Services**

CURRENT AGENCY OR BUSINESS REFERENCES

This form must be attached to and included with your response as part of the Invitation for Quotation. **References from six governmental agencies or other similar accounts for which bidder currently provides armored car services are required.**

1. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE SERVICES STARTED: \_\_\_\_\_  
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE SERVICES STARTED: \_\_\_\_\_  
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE SERVICES STARTED: \_\_\_\_\_  
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ DATE \_\_\_\_\_  
SERVICES STARTED: \_\_\_\_\_  
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ DATE SERVICES STARTED: \_\_\_\_\_  
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ DATE SERVICES STARTED: \_\_\_\_\_  
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ATTACHMENT NO. 2  
BIDDER CERTIFICATIONS**

**HCC: Armored Car Services**

**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 Proposer 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 Proposer, 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 Proposer 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, and 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.

**7. HOUSE BILL 89 ACKNOWLEDMENT:**

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

1. Does not boycott Israel currently, and
2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with,

terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**8. SENATE BILL 252 ACKNOWLEDGE:**

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**9. DIVESTMENT STATUTE LISTS:**

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

**10. CERTIFICATE OF INTERESTED PARTIES FORM**

Beginning January 1, 2018, successful proposers awarded contracts that are requires an action or vote by the governing body of the entity or agency or has a value of at least one million (\$1million) or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of

completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented to the Board of Trustees for approval. For a list of Frequently Asked Questions you can go to:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

The form must be submitted at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
  - \*The values of the contract cannot be determined at the time the contract is executed; and
  - \*any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

## **11. CRIMINAL BACKGROUND CHECK**

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony offense involving controlled substances; 5) Any felony offense against

property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

## **12. DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

## **13. EQUAL OPPORTUNITY EMPLOYER (EOE)**

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

## **14. NON COLLUSION STATEMENT**

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this proposal in collusion with any

other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

**15. DELINQUENT FRANCHISE TAXES CERTIFICATION**

As required by §2252.903, Government Code, proposer's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas

under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

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 \_\_\_\_\_, 2019.

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



**EXHIBIT 2 - TO ATTACHMENT NO. 2  
PROHIBITED CONTRACTS/PURCHASES**

**HCC: Armored Car Services**

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. 3  
CONFLICT OF INTEREST QUESTIONNAIRE**

**HCC: Armored Car Services**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		
<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>		<b>OFFICE USE ONLY</b>
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		Date Received
<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.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.		
_____ Name of Officer		
<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.		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<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.		
<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).		
<b>7</b>		
_____ Signature of vendor doing business with the governmental entity		_____ Date

**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. 4**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

**HCC: Armored Car Services**

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).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: PROPOSER 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."**

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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