

**Houston Community College System  
Procurement Operations**



**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Food Operations and Management Services**

**PROJECT NO. 07-28**

# REQUEST FOR PROPOSALS

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**HOUSTON COMMUNITY COLLEGE SYSTEM**

**REQUEST FOR PROPOSALS - SUMMARY**

**Date: June 04, 2007**

**Project Title: Food Operations and Management Services**

**Project No.: 07-28**

**ISSUED BY:**

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

**SUBMIT INQUIRES TO:**

Name: Georgia Coats  
Title: Senior Buyer  
Telephone: (713) 718-5004  
Fax: (713) 718-2113  
Email: georgia.coats@hccs.edu

**Project Overview:**

The Houston Community College System ("HCC") is seeking proposals from qualified to provide Food Operations and Management Services at existing HCC locations and potential locations.

**Contract Approval:**

This Procurement 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.

**Pre-Proposal Meeting:**     \_\_X\_\_ Not mandatory

A pre-proposal meeting will be held in the Purchasing Department, 3100 Main Street (11<sup>th</sup> Floor, Room #11A07) Houston, Texas 77002 on June 19, 2007 at 2:00 P.M. (local time).

**Proposal Due Date/Time:** HCC will accept proposals to provide Food Management Services until 4:00 P.M. (local time) on July 10, 2007. Proposals will be received in the Purchasing Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

**Contract Term:** The contract term for contract(s) awarded resulting from this solicitation will be as follow: Initial term of five (5) years with a five-year renewal option in increments mutually agreeable to both parties.

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

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

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

## SECTION I

### OVERVIEW

The Houston Community College System ("HCC") is seeking sealed proposals (under the negotiated method of procurement) with the intent of selecting a duly qualified firm(s) to provide full service food operations and management services at existing HCC locations and for all potential HCC locations. (Please refer to Attachment No. 3, Scope of Services).

The contracted firm(s) shall provide all personnel, food, supplies, and materials required to operate the facilities, procure and maintain all applicable equipment, and provide a documented account of all relevant managerial functions, income, expense, etc. as required by HCC. The contracted firm may potentially control all vending machine sales of snacks, sodas and commissions derived from the sale of vending products.

Houston Community College System consists of Six (6) Colleges located in and around Houston, Texas, the fourth largest city in the continental United States. Another unique and distinguishing characteristic of HCC is that it is the fourth largest community college in the United States, serving over 55,000 students each year, and occupies a demographic that is both urban and metropolitan. Residential Housing does not exist at this current time; however residential housing is within HCC future plans.

The Learning Hubs (currently under construction) will have food courts designed for each location.

Please note that there are currently twenty-one campus locations within the six (6) colleges i.e. (Willie Lee Gaye Hall, Westgate, Town and Country, Codwell, Americana Building, etc.).

**For a listing of all existing campus locations go to [www.hccs.edu](http://www.hccs.edu) and click maps.**

#### **Postponement of Proposals Due Date/Time:**

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

#### **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.) after a contract is awarded.

#### **CONTRACT APPROVAL:**

This procurement 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.

**SECTION II**  
**INSTRUCTIONS TO PROPOSERS**

**PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be held on June 19, 2007 @ 2:00 P.M. at 3100 Main Street, Houston, TX 77002. Vendors are encouraged to attend the pre-proposal conference as well as visit the HCC sites where food services will be required. Please arrange site visit with the appropriate Campus Managers by calling Georgia Coats @ (713) 718-5004. All questions regarding this, Project No. 07-28 must be submitted in writing no later than **July 03, 2007 @ 4:00 p.m. (local time)**.

**Proposal Submittal**

Submit one (1) original and five (5) copies of the technical proposal. The original response shall contain the Proposal/Contract Award Form (Attachment No. 1) with an original manual signature of the authorized person signing the proposal. Failure to include the original and all required signed copies may be grounds for rejection of your proposal without further evaluation. The original response shall be in a separate envelope that is clearly marked "Original". Copies may be submitted in bulk. In addition to the technical and commission fee proposal, each proposer must complete and return the following documents, as appropriate:

- Attachment No. 1 Proposal/Award Form
- Attachment No. 2 Commission Fee Proposal
- Attachment No. 4 Determination of Good Faith Effort
- Attachment No. 5 Contractor & First Tier Subcontractor Participation Form
- Attachment No. 8 Small Business Unavailability Certificate
- Attachment No. 10 Non-Discrimination Statement
- Attachment No. 11 Certification & Disclosure Statement
- Attachment No. 12 Affidavit Form
- Attachment No. 13 Business Questionnaire
- Attachment No. 14 Assurance of SBDP Goal
- Attachment No. 17 Conflict of Interest Form
- Attachment No. 18 General Information Questionnaire

The envelope/box containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College System  
Procurement Operations  
3100 Main Street (11th Floor Vendor Room#11A06)  
Houston, Texas 77002  
Ref: Project No. 07-28  
Attn: Georgia Coats, Senior Buyer

### **SUBMITTAL DEADLINE:**

HCC will accept proposals until 4:00 P.M. (Local Time) on Wednesday, **July 10, 2007**.

### **Eligibility for Award:**

In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.

- Responsive proposals are those complying in all material aspects of the solicitation. Proposals, which do not comply with all the terms and, conditions of this solicitation shall be rejected as non-responsive.
- Responsible proposers as a minimum must:
  - Have adequate financial resources, or the ability to obtain such resources as required during the performance of the contract.
  - Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
  - Have a satisfactory record of past performance.
  - Have necessary personnel and management capability to perform the contract.
  - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements, including copies of all required food permits: (City of Houston).
  - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; signing and submitting the proposal is so certifying.
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

### **Basis of Award**

A contract or contracts may be issued based upon the proposal(s) considered most advantageous to HCC. Factors for consideration in the determination of an award include but are not limited to: qualifications, resources, experience, reputation, a program vision that meets HCC's goals, the marketing plan and approach, quality assurance, operational practices and controls, creativity and financial proposal. All proposals must comply with the requirements listed in this RFP.

### **Contract Award Process**

Proposals may be opened to identify the names of the Respondents, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information.

After opening the proposals (1) an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or (2) an award may be made on the basis of discussions with any of the Respondents or (3) at its sole option and discretion, HCC may discuss all elements of the proposal with selected Respondents who represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be comprised of the overall highest rated proposal(s).

After submission of a proposal but before making an award, HCC may permit the Respondent to revise the proposal in order to obtain the Best Final Offer. HCC shall not disclose any information derived from the proposals submitted from competing offers in conducting such discussions.

HCC may provide each Respondent with an equal opportunity for discussion and revision of proposals. Further action on proposals not included in the competitive range will be deferred pending an award, but HCC reserves the right to include additional proposals in the competitive range if deemed in the best interest of HCC.

HCC reserves the right to (1) award a Contract for all or any portion of the requirements proposed or (2) award multiple Contracts, or (3) reject any and all proposal if deemed to be in the best interests of HCC or (4) re-solicit for proposals, or (5) to temporarily or permanently abandon the procurement.

If HCC awards a contract, it will award the contract to the Respondent(s) whose proposal is the most advantageous to HCC and offers the best overall value, based on the evaluation factors set forth in this RFP.

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

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

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

### **Technical Proposal Format and Requirements:**

Tab 1: A one or two page Executive Summary of your proposal, including brief descriptions of your company's expertise and experience in managing contracts of equal size and scope to the HCC food service operations, and how you plan to address HCC priorities.

Tab 2: The completed and signed RFP "Proposal/Contract Award" form that must include acknowledgement of receipt of any amendment(s) issued for this RFP.

Tab 3: The completed "Business Questionnaires" (Attachment#13) in its entirety, providing contact name(s) and title of the Individual(s) responsible for the company's proposal and for negotiation(s) during this RFP process, and other information as requested or required.

Tab 4: The company's financial statements for the past three (3) years. If the company is a division of a larger corporation, financial statements should be submitted for the corporation as a whole **and** for the division of the corporation that has submitted a proposal.

Tab 5: Provide a list of revenue-generating client sites, broken down as follows:

- More than \$450,000 per year in gross sales and revenues and are comparable to HCC.
- More than \$800,000 per year in gross sales and revenue and are comparable to HCC.

Tab 6: Using the information supplied for Tabs 1-5, submit a detailed plan of the company's "Vision" for HCC Food Services for the next ten years, and an associated timetable for attaining that "Vision". Sample menus and menu rotation schedules should also be included.

**This "Vision" must be:**

- Comprehensive, and reflect an understanding that over time change will be necessary.
- Highlight each HCC College potential and development (i.e. number and location of venues, hours of operation, food/dining concepts, etc).
- Reflect an understanding that experimentation may be necessary and it may take time to build markets for various concepts/venues at the various HCC Colleges.

Tab 7: Submit proposal Meal Plans and recommended pricing.

Tab 8: Submit a proposal that defines the Operating Hours for each location and associated staffing levels predicated by those hours for facilities at HCC Colleges.

Tab 9: Submit a comprehensive Marketing Plan that provides specifics for HCC to:

- Define and meet goals for financial success and public relations/customer service excellence.
- Delineate the criteria and resources that will be dedicated to implementation (including initial market research), monitoring, review and revisions/updates (defined as ongoing market research and trend analysis) to meet each college's needs for the life of the contract.
- Supply sample marketing plans and brochures for accounts that are similar in size and diversity to HCC.

Tab 10: Submit a financial plan for HCC that demonstrates the following:

- Clearly differentiate between investments that would be made by the company and other financial support that would be provided to HCC.
- Include the company's proposed commitment to support the HCC mission through scholarships, and in-kind product donations, at levels designated for each college.
- Illustrates how the plan will enable HCC and the company to attain the desired vision for HCC Food Services.
- Include any financial contributions expected from HCC to support the plan.



Tab 11: Submit comprehensive Catering Plans that include:

- A Catering Guide with menus, pricing and services.
- Resources (staff, equipment and technology).
- A Catering Marketing Plan to define, enhance and maintain customer loyalty and growth.

Tab 12: Submit a proposed plan to meet and advance the technological needs of HCC as follows:

- By creating avenues for faster and more focused communication via:
  - Interface with a point of sale credit card system.
  - Incorporate web technology with advanced cash register systems capable of hand held technology.
  - Production of consolidated, comprehensive operations reports with multiple sort capabilities.
  - Automate the inventory process.
  - Website development including designated staff that will maintain the site.
  - A website that is capable of creating new sales markets and customer services capabilities.

Tab 13: Submit current resumes for the proposed "college specific" management teams for the HCC account. At a minimum:

- Resumes must be submitted for the District/Regional Manager and General Managers.
- If a management team of "direct reports" to the General Managers has been defined, the resumes of those individuals must also be included.

Tab 14: Submit Small Business participation commitment statement that the respondent will meet or exceed the assigned small business participation goal. (Attachment No. 7).

Tab 15: Indicate the firm's commitment in providing HCC students with paid internship opportunities.

Tab 16: Provide list of current food preparation and food service permits issued by the City of Houston. (Note: The selected firm(s) will be responsible for obtaining all required permits.)

**Commission/Fee Proposal (See Attachment No. 2):** The commission/fee proposal shall be clearly identified as such and submitted in a **separately sealed envelope**, and shall include the commission/fee to be paid to HCC. Failure to submit the commission/fee proposal in a separate envelope may render the firm's entire submittal package non-responsive. *Note: Do not include the proposed commission/fee amounts in the technical proposal documents.*

**SECTION III**  
**SELECTION REQUIREMENTS AND PROCESS:**

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

**Oral Presentations**

During the process of selecting a firm, the evaluation team may require oral presentations to be held. Each respondent should be prepared to make a presentation to HCC. The presentations must show that the respondent clearly understands the requirements of the solicitation, and has a strategic plan and approach to performance of the required food service management and operations.

The Selection Committee shall evaluate and rank each proposal submitted in relation to the criteria set forth in the Request for Proposal. HCC reserves the right to negotiate with all Firms considered to be in the competitive range.

Respondent must be financially responsible, as determined by the evaluation committee, and be able to and willing to indemnify HCC and secure insurance and bonds as required in the solicitation documents, if any. Respondent must have experience in successfully managing a food service operation.

**Evaluation Criteria:**

The respondent's qualification submissions shall be evaluated in the following areas: **Please note:** Fee proposals shall be evaluated; however they must be submitted separately and must not appear in the body of the technical proposal. Those selected for the short list will continue in the evaluation process, which may involve site visits and company presentations, company management team interviews, program discussions, and evaluation of the company's best and final offer.

**A. Firm's Qualifications, Resources, Experience and Reputation**

- Experience, qualification, resources and reputation in providing food management services in educational facilities. Provide Project Name; Firm's role (prime or subcontractor); Date Completed; Project Cost; Project Size (SF); and Client/Contact Name(s).
- Experience in performing food management projects or equivalent work.
- Firm's ability to hire and manage subcontractors.
- Personnel committed to this project, their role, and the percent of time to be assigned to this project.
- Past performance on College/Higher Education Projects as prime contractor.
- Past performance in similar projects.
- Past performances in managing subcontractors.
- Past performance in effectively responding to problems on project assignments.

- Past performance as prime contractor on other project(s).
- Knowledge and experience of project scope requirements.
- Firm's food service philosophy, methodology and management techniques.
- Process for integrating safety standards for food service management and operation.
- The methods used and how the firm maintains quality control.
- Firm's principal(s) and staff commitment to performance of Food Management Services for HCC.

**B. Firm's Vision – A program vision that meets the HCC requirements**  
(Note: Please refer to pages 7-8).

**C. Firm's Financial Plan for Supporting Vision**  
(Note: Please refer to Page 7, Tab 10)

**D. Firm's Campus and Community Involvement. Demonstrate:**

- Firm's commitment to support student campus activities through scholarships, in-kind product donations, graduation ceremonies, etc.

**E. Small Business Commitment. Demonstrate:**

- Firm's commitment to meeting the small business participation goal of a minimum of 35% for the project. Identify past experience and relationship with small businesses.
- Firm's experience at successful completion of small business participation goals on other projects and percentage of participation achieved.
- Firm's methods, techniques, and procedures for meeting participation goals.

**F. Student Internship Program. Demonstrate:**

- Firm's ability and commitment to develop, and provide paid student internship opportunities in related fields of study, if any. Provide examples.

**G. Commission:**

- Commission submitted is fair and reasonable. *(Note: Please refer to Attachment No. 2, and submit in a separate sealed marked envelope.)*

**H. Investment and Build-Out of Food Courts:**

- Provide a business plan that identifies a food court construction build-out plan with appropriate investment revenue/leasing options.

**Selection Criteria:**

Selection of the most highly qualified firm(s) will be made on the basis of demonstrated competence and qualifications to perform the required services. The factors to be used in the evaluation process are listed below. **Note:** *Each weight shall be applied to the corresponding factor and may not reflect the overall available points.*

<b><u>Criteria</u></b>	<b><u>Weight</u></b>
• Company Qualification, Resources, Experience, Reputation	30%
• Company Vision for meeting HCC Requirements	20%
• Financial Plan for supporting Vision and HCC Requirements	20%
• Investment Build-Out Business Plan	10%
• Campus and Community Involvement	10%
• Small Business Commitment	5%
• Student Internship Program Commitment	5%
<b>Total Weight:</b>	<hr/> 100 %

**Prime Contractor/Contracts for Services**

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

**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 shall be expected to pay the student(s) at least the minimum wage required by law. HCC shall provide the selected contractor with the name of student(s) eligible to participate in the internship program. Please contact Dr. Freddie Wade @ (713) 718-7596 for additional information regarding this program.

**Undue Influence**

Any company that seeks to influence the selection process by contacting HCC staff, Board of Trustees, elected officials or individual college/system representation with the project will be disqualified. All legitimate questions will be addressed in writing by the contact persons indicated and the appropriate HCC and/or individual college/system officials.

## **Prohibited Communications**

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

- Between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any Trustee;
- Between any Trustee and any member of a selection or evaluation committee;
- Between any Trustee and administrator or employee; and

The communications prohibition shall be imposed on the date that responses to the solicitation are due or received, whichever is first. The communications prohibition shall terminate when:

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

[2] The award recommendations are considered by the Board at a duly-noticed public meeting.

In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. The communications prohibition shall not apply to the following:

- Duly noted pre-bid or pre-proposal conferences.
- Communications with the HCC General Counsel, or contact persons indicated and appropriate HCC officials.
- Emergency contracts.
- 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 directed to Trustees with the Board Services Office.
- Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable open meeting act.

## **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.

## **Explanation to Proposers**

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the solicitation documents must be requested **in writing** and with sufficient time allowed for a response to reach prospective proposers before the submission of their proposals. Any HCC response will be in the form of an amendment of the solicitation or an informational letter. The response will be made available to all prospective proposers via HCC website at [www.hccs.edu](http://www.hccs.edu).

## **Oral Comments/Inquiries:**

Only those inquiries HCC replies to which are made by formal written addenda shall be binding. Oral or other interpretation or clarifications between the respondent(s) and HCC employees will be without legal effect on HCC.

Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission. Inquiries concerning this Request for Proposal will be addressed only when submitted in writing. Written inquiries must be submitted no later than **July 03, 2007 @ 4:00 P.M. (local time)** and shall be addressed to:

Houston Community College System  
Procurement Operations  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002  
Reference: Project No. 07-28  
E-mail: [Georgia.coats@hccs.edu](mailto:Georgia.coats@hccs.edu)  
Fax: (713) 718-2113 / Telephone: (713) 718-5004

HCC responses to written inquiries will be sent by e-mail or fax to all firms who register with HCC before or at the pre-proposal meeting. HCC responses will also be posted on the HCC procurement operations website ([www.hccs.edu](http://www.hccs.edu)) Click business, Click vendor info, Click bids/proposals, Click Project 07-06.

**Small Business Development Program:**

HCC has a small business development program to encourage prime contractors in bringing small business subcontractors to a level of being able to provide goods and/or services as prime contractors. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process. The small business goal for this project is a minimum of **35%** of the resulting total contract value.

The firms shall complete the appropriate small business program forms, identified in this RFP as follows:

- Attachment No. 4 - Determination of Good Faith Effort
- Attachment No. 8 - Small Business Unavailability Certificate
- Attachment No. 5 - Contractor and First Tier Subcontractor Participation Form
- Attachment No. 14 – Assurance of SBDP Goal

**SECTION IV**  
**GENERAL TERMS AND CONDITIONS:**

These General Terms and Conditions are examples of what may be a part of any contract that may be awarded as a result of this RFP. Irrespective of those contained in this RFP. HCC reserves the right to require additional or modified contract terms and conditions with the successful contractor that is in the best interests of HCC.

**Contract Award:**

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

**Definition:**

Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

Contract Documents shall mean the documents that form the Contract between HCC and the Contractor. The Contract Documents consist of the negotiated Agreement, Term of the Contract, Conditions of the Contract (General Terms and Conditions, and any Additional or Special Conditions resulting from this RFP), negotiated Pricing and Delivery Schedule, Respondent's Questionnaire, and all Amendments and Modifications issued prior to and after the execution of the Contract.

HCC shall mean Houston Community College System.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Contractor shall mean the individual, partnership, corporation, or other entity awarded a Contract for food services under this RFP, in accordance with the terms, conditions, and requirements herein.

Project shall mean the complete undertaking by Contractor to provide the goods and/or services contemplated by the Contract.

**Termination:**

For Default: In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with HCC, HCC may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within a specified period of time defined in the written notice; and in the event that the Contractor fails to remedy such failure or default within the specified period, HCC shall have the right to cancel the Contract. Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify HCC; the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, and becomes insolvent, buyout or merger, or non-compliance to governmental requirements.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation of liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by HCC shall not limit any other right or remedy available to HCC at law or in equity.

**Termination:**

For Convenience: In the event HCC and the Contractor mutually agree, termination of work shall be effected by the delivery of a "Notice of Termination" to the Contractor specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Under no circumstances will the Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.

**Financial Reports and Payment:**

- A. All financial reports and commission payment due to HCC shall be received no later than 20 calendar days after the close of each accounting/calendar period.
- B. Financial reports must include detailed sales and commission earned in a format mutually agreed upon by the Contractor and the HCC.

HCC shall have the right to verify the details set forth in Contractor's financial reports and statements, either before or after payment by inspecting the books and records of Contractor at mutually convenient times.

**Contract Amendments:**

No modification or amendment to the Contractor shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the Executive Director, Procurement Operations.

**Independent Contractor Status:**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that HCC will have no responsibility to provide transportation, insurance, taxes or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of HCC by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of HCC, including but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

**Compliance with Law:**

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741). Age Discrimination Act of 1975 (42 USC 6101 et



seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws, regulations and executive orders as are applicable.

**HCC Right to Audit:**

At any time during the term of this Contract and for a period of four (4) years thereafter HCC, or a duly authorized audit representative of HCC, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by HCC reveals any errors/overpayments by Contractor, the Contractor shall refund HCC the full amount of such overpayments within thirty (30) days of such audit findings, or HCC, at its option, reserves the right to deduct such amounts owing HCC from any payments due to the Contractor.

**Access to Documents:**

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for period of not less than four (4) years after the Contract term, access to his Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, and their duly authorized representatives.

**Title and Risk of Loss:**

For goods to be provided by Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to HCC.

**Acceptance of Products and Services:**

All products furnished and all services performed under this Contract shall be to the satisfaction of HCC and in accordance with the specifications, terms and conditions of the Contract. HCC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

**Sales and Use Tax:**

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments applicable to the operation of HCC dining/catering/concession.

**Insurance:**

- A. For any Contract that requires the Contractor to be on HCC premises, the Contractor shall, prior to commencement of work, provide HCC with Certificates of Insurance detailed in Attachment No. 14 and shall maintain such coverage in effect for the full duration and possible renewals of the Contract.

B. Contractor shall deliver to HCC:

1. Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Contractor hereunder from or after the date of any agreement or purchase order; and
2. Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance.
3. Such certificates shall name the HCC as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days unconditional, unqualified written notice to the College.
4. The insurance policies required in this RFP shall be kept in force for the periods specified below:
  - 4.1 Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Contractor.
  - 4.2 Worker's Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by HCC in writing.

The Contractor shall provide HCC with a full and complete copy of any insurance policy promptly upon request by HCC and without charge to HCC.

**Force Majeure:**

If either HCC or the Contractor is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

**Non-Disclosure:**

Contractor and HCC acknowledge that they or their employees may, in the performance of the Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other party. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or HCC unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

**Publicity:**

CONTRACTOR AGREES THAT IT SHALL NOT PUBLICIZE THIS contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of HCC employees or use HCC's name in connection with any sales promotion or publicity event without the prior express written approval of HCC.

**Severability:**

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

**Non-waiver of Defaults:**

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreement thereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant , condition or agreement therein contained.

**Freedom of Access and Use of Facilities:**

The Contractor's employees shall have reasonable and free access during normal business hours to use only those facilities of HCC that are necessary to perform services under this Contract and shall have no right of access to any other facilities of HCC.

**Observance of HCC Rules and Regulations:**

Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

**Term of Contract:**

The contract is anticipated to be effective upon the signing of a contract, and to continue for an initial term of five (5) years from the date of commencement of services. After the expiration of the initial term and upon mutual agreement of both parties, a five-year renewal option will be available in increments mutually agreeable to both parties. HCC reserves the right to negotiate modification of contract terms and schedules as necessary.

**Cancellation:**

HCC has the right to cancel for default all or part of the undelivered portions of this contract if the contractor breaches any of the terms including warranties of contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies HCC may have in law or equity.

**Interpretation, Jurisdiction and Venue**

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

### **Compliance with Laws**

The Contractor shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the Contractor shall furnish to HCC certificates of compliance with all such laws.

### **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 No.: 1-74-1709152-1.

### **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.

### **Small Business Compliance**

The Contractor shall meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

### **Changes**

The HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the Contractor's cost and/or the time for performance, the Contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of the HCC.

### **Indemnification**

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

### **Assignment**

The Contractor may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of HCC. This contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**Notices**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

**Houston Community College System:**  
Procurement Operations (11<sup>th</sup> Floor)  
3100 Main Street  
Houston, Texas 77002  
ATTN: Michael Kyme,  
Executive Director, Procurement Operations

**Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

**Internship Program**

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

**Commission Payment**

The Contractor shall submit payments to the address shown below for the goods or services which have been inspected and accepted by Houston Community College System:

Houston Community College System  
Cashier's Office  
3100 Main Street 11<sup>th</sup> Floor  
Houston, Texas 77002  
Reference: Project No. 07-28

**Drug Policy**

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

**Entire Agreement:**

The contract documents, for all intents and purposes, are intended to serve the complete and exclusive statement of the agreement between HCC and the Contractor, and supersedes all prior or contemporaneous agreements, negotiations, course or prior dealings, or oral representations relating to the subject matter hereof.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

**ATTACHMENT NO. 1**  
**HOUSTON COMMUNITY COLLEGE SYSTEM**  
**REQUEST FOR PROPOSALS**

\*\*\*\*\*

**PROPOSAL /CONTRACT AWARD FORM**

**Project Title:** Food Operations and Management Services  
**Project No.:** 07-28

\*\*\*\*\*

In compliance with the requirements of this Request for Proposals for Full Service Food Operations and Management Services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical & Price Proposal dated \_\_\_\_\_, and as mutually agreed upon by subsequent negotiations, if any.

-----  
Receipt of Proposal Amendment(s)

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

\_\_\_\_\_  
Amendment Number(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Proposer (Type or Print)

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

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

**ACCEPTANCE AND CONTRACT AWARD FORM**

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

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Project No. 07-28, Food Operations and Management Services

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

HOUSTON COMMUNITY COLLEGE SYSTEM

Executed for and on behalf of the Houston Community College System pursuant to approval by the Board of Trustees on \_\_\_\_\_, 2007

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

Name: Michael Kyme  
Title: Executive Director, Procurement Operations

**ATTACHMENT NO. 2**

**COMMISSION/FEE PROPOSAL**

**Food Operations and Management Services**

**Project No. 07-28**

The proposer agrees to furnish all resources and services necessary and required to provide Food Operations and Management Services (Section IV of RFP), in accordance with the **scope of services** (Attachment No. 3) and the general terms and conditions of the sample contract documents for the price(s) listed below:

I.

Monthly Fee Percentage, based on Gross revenue receipts from all products.

\_\_\_\_\_ %

II.

Flat Monthly Fee (in Dollars \$): \$ \_\_\_\_\_ Per Month

***Note: Submit one (1) copy of this commission/fee proposal document in a separately sealed envelope! Identify envelope as: Commission/Fee Proposal. Reference Project No. 07-28, and name of company submitting the fee proposal.***



**ATTACHMENT NO. 3**  
**SCOPE OF SERVICES**  
**For**  
**Food Operations and Management Services**  
**Project No. 07-28**

1. **General:**

- a. This scope of services covers the requirement for the Contractor to provide Food Operations and Management Services, including all food, supplies, equipment, personnel and materials required to operate the facilities, procure and maintain all applicable equipment, and provide a documented account of all relevant managerial functions, income, expense, etc. as required by Houston Community College System ("HCC").
- b. Contractor shall abide by all City of Houston, State of Texas and Federal Laws as are appropriate to its jurisdiction, especially those pertaining to the health, sanitation and safety of HCC and contractor's employees, and public users of the facilities. Contractor shall diligently obtain and maintain all applicable licenses and permits as are required by any of the above governmental entities for operation of a food service facility. Licenses, permits or related items shall be available for review and/or inspection by HCC, or any other legitimate governmental component, at will.
- c. Contractor will not permit any disorderly and/or unsafe conduct or practice; in any of the HCC facilities that contractor operates or allows any conduct or practice bringing discredit of any kind to HCC.
- d. Contractor will maintain all HCC premises (within it's operations) in a neat, clean and sanitary condition including cleaning/maintaining grease traps, causing all trash, garbage and/or associated waste to be removed and/or hauled away from HCC facilities. Disposal of these items may not interfere physically and/or aesthetically with the normal conduct of HCC business. Grease traps shall be cleaned after 5:00 p.m. at intervals determined by HCC.
- e. All Contractor's employees shall be paid, at minimum, a salary commensurate with federal minimum wage requirements as they apply throughout the term of the contract and in conjunction with any/all other appropriate governmental requirements and regulations.
- f. Contractor shall employ only persons who are citizens of the United States and/or those who may be lawfully permitted to work in this country; HCC accepts no financial or beneficial obligations to said employees whatsoever. Contractor shall conduct a background check on all employees who will be working under this contract.
- g. Contractor shall not permit liens of any type to be attached to any HCC space, equipment, property, repairs or improvements applicable to this contract.

## 2. Operation and Service

- a. The hours of operation and service will be Six (6) days per week, Monday through Saturday 6:30 a.m. to 9:30 p.m., excluding HCC holidays.

The HCC holidays are as follows:

- Labor Day
- Thanksgiving Day (Thursday & Friday)
- Winter Break (Ten days)
- Martin Luther King, Jr. Birthday
- President's Day
- Spring Break
- Easter Holiday
- Memorial Day
- Independence Day

- b. The HCC Administrator responsible for food service operations must approve changes in hours of operation in advance and in writing.
- c. Service must include, but not necessarily be limited to, the provision of breakfast and lunch each day of operation. These meals must vary sufficiently to accommodate those who desire light as well as heavier meals, "fast foods" and grilled items, be cognizant of certain dietary limitations and include both hot and cold foods. These meals shall be construed to include various dairy and soft drinks and desserts. Servings shall be available both in full meals, as well as a la carte. Items should be available for both on-premises consumption as well as "take out".

## 3. Menu/Specifications

- a. All foods prepared shall be of good quality product, free of any kind of debris, spoilage, freezer burn and/or other attributes rendering food unsuitable for human consumption. Outdated products shall not be used.
- b. Menu items and other available items will include, but not be limited to, the following:

### Beverages:

- Hot and cold drinks
- Dairy and soft drinks
- Containerized and open drinks

Note: Contractor shall not sell or permit alcoholic beverages of any kind to be consumed in any HCC facility.

### Foods:

- Fully prepared steam table foods
- Hot foods/cold foods, fresh or pre-prepared, grill/deli style

- Franchise store operations and goods i.e. Pizza Hut, KFC, Starbucks coffee, ice cream, etc.
- Dessert foods/snack foods (non-vending) i.e. frozen yogurt, popcorn, etc.
- Pre-packaged foods i.e. chips, candies, gum, etc.

4. **Contractor-Furnished Equipment and Supplies**

- Contractor shall furnish, at its sole expense, any and all food equipment (over and above that furnished by HCC) and supplies, fixtures, dishes, flatware, cookware, sanitary/janitorial items, linen, cash registers, computer hardware/software, office equipment and supplies, personnel uniforms and all ancillary items as may be needed to bring about a quality operation.
- Contractor shall be solely responsible for its equipment in every respect. In the event, contractor's equipment needs replacement, for any reason, the contractor shall make such replacement at its own expense, in its own manner and without any charge or penalty to HCC. At the close of the contract, contractor may take its equipment in accordance with the appropriate inventory on file with the Procurement Operations Department.
- Contractor shall furnish HCC Procurement Operations Department with a detailed list of all equipment it brings to HCC facilities, both initially and annually; including such updates (additions, deletions) as may apply. These annual inventories must be supplied thirty (30) calendar days prior to the end of the current contract year. In the event the Contractor leaves or the contract expires, the contractor may take only those items that appear on the above referenced inventory. HCC reserves the right to verify these inventories at will.

5. **Facilities and Equipment:**

Facilities

HCC may consider doing basic building improvements to improve the operation of any existing HCC cafeteria, however any improvements proposed shall be negotiable and will be considered in the evaluation of the proposals. Please include any details, i.e. architectural plans, costs, etc. It is expected that the vendor who is awarded a contract shall be required to build-out the existing space allocated in the new campuses at its expense.

The selected Contractor must agree that, upon Contractor's exit, both facilities and equipment will be left in the same condition as at the start of the contract, allowing for normal wear and tear, (excluding build-outs).

HCC Equipment

Contractor shall have use of any available HCC equipment within the facilities provided; however, the Contractor shall also have total responsibility for the repair, maintenance, operation and replacement of equipment, theirs and/or HCC's.

The Contractor, at no charge to HCC, shall furnish any additional equipment desired by the Contractor, and the Contractor may retain both ownership and complete responsibility for these additional items.

### HCC Equipment Replacement

HCC or Contractor may replace any HCC-furnished equipment under, but not necessarily limited to, the following conditions:

- The equipment is not working properly and repair of the item is less advantageous than purchase of a new item;
- The life cycle of the item has been reached or exceeded; continued use of the equipment constitutes a health and/or safety hazard;
- Financial and/or other advantages make replacement preferable to retention of existing equipment.

In the event any HCC equipment must be replaced, Contractor shall notify the Chair of the HCC Food Committee prior to replacement. The Chair shall confirm the situation and, if satisfied of the validity of the need, shall notify Facilities and Property Management. In the event, HCC opts to replace the equipment; Procurement Operations will purchase the item pending budget allocations.

Note: The name of the Chair of the HCC Food Committee will be provided to the contractor upon contract award.

Following installation of any new equipment (including equipment that is less than six months old at commencement of contract), the contractor shall be responsible for adhering to applicable warranties and making any repairs or maintenance throughout the term of the contract.

Contractor may not, under any circumstances without prior approval from Facilities and Property Management, remove or dispose of any HCC equipment nor may contractor replace any HCC equipment with the expectation of reimbursement by HCC. Contractor may make such equipment donations to HCC as is desired. If HCC equipment is misplaced and/or lost by the Contractor, the item(s) shall be replaced at the Contractor's expense.

**ATTACHMENT NO. 4**

**PROJECT NO. 07-28**

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**DETERMINATION OF GOOD FAITH EFFORT**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

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

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

- \_\_\_\_\_ (1) Whether the Proposer provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.
- \_\_\_\_\_ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.
- \_\_\_\_\_ (3) Whether the Proposer documented reasons for rejection or met with the rejected small business to discuss the rejection.
- \_\_\_\_\_ (4) Whether the Proposer negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

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

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR AND FIRST TIER SUBCONTRACTOR PARTICIPATION FORM**

Bidder/offeror following participants in this solicitation and any resulting Contract. All bidders / offerors, including small businesses bidding as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses (as first tier subcontractors) in their bid/proposal submissions.

CONTRACTOR	Specify in Detail Type of Work to be Performed	Indicate below the following: Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person Name/E-mail:				
<b>SUBCONTRACTOR(S)</b> (Attach separate sheets if more space is needed)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
<b>SUBCONTRACTOR(S)</b> (Attach separate sheets if more space is needed)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
<b>SUBCONTRACTOR(S)</b> (Attach separate sheets if more space is needed)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
<b>SUBCONTRACTOR(S)</b> (Attach separate sheets if more space is needed)				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
<b>SUBCONTRACTOR(S)</b> (Attach separate sheets if more space is needed)				

Business Name: \_\_\_\_\_ Submitted By (Name): \_\_\_\_\_

Contractor Total: \$ \_\_\_\_\_

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

Subcontractor (s) Total: \$ \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Grand Total: \$ \_\_\_\_\_

**ATTACHMENT NO. 6**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: \_\_\_\_\_

Reporting Period: From \_\_\_\_\_ To \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Total Contract Amount (Prime Contractor): \$ \_\_\_\_\_

List Subcontractor(s) name below.	Total Subcontract Amount	Amount Paid This Period	Total Paid to Date
Name: _____	\$ _____	\$ _____	\$ _____

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

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

Name (Print or Type): \_\_\_\_\_

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

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

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

**Instruction:** This form shall be completed and signed by an officer of the prime contractor's company and shall be attached to each invoice for payment submitted to HCC/Acct. Dept.

**ATTACHMENT NO. 7**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
FIRST TIER SUBCONTRACTOR PAYMENT CERTIFICATION FORM**

PROJECT NO./TITLE: \_\_\_\_\_

NAME OF SUBCONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

I hereby certify that the above firm has received payment on \_\_\_\_\_ from \_\_\_\_\_ in the  
amount of \$ \_\_\_\_\_ as full payment of our Invoice No. \_\_\_\_\_ dated \_\_\_\_\_ for work performed  
during \_\_\_\_\_ under Contract/Project No. \_\_\_\_\_.  
(Date) (Prime Contractor)  
(Enter Time Period)

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

Name (Print or Type) : \_\_\_\_\_

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

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

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

- Instructions:**
1. This form shall be completed and signed by an officer of the subcontractor's company for each payment received from the prime contractor and shall be returned to the prime contractor for its submission to HCC.
  2. The prime contractor shall attach this completed form to each invoice for payment submitted to HCC/Acct. Dept.





**ATTACHMENT NO. 9**

**SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

**Houston Community College System  
Procurement Operations/Small Business Representative  
P.O. Box 667517  
Houston, Texas 77266-7517**

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON'S NAME AND PHONE NO. \_\_\_\_\_

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

NAME AND TITLE (Type or Print): \_\_\_\_\_

**COMPANY MAJORITY OWNERSHIP** (Check one in each column)

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

**BUSINESS CLASSIFICATION**

<input type="checkbox"/> <b>DBE</b> Disadvantaged Business Enterprise	<input type="checkbox"/> <b>SB</b> Small Business
<input type="checkbox"/> <b>WBE</b> Women Owned Business Enterprise	<input type="checkbox"/> <b>MBE</b> Minority Business Enterprise
<input type="checkbox"/> <b>HUB</b> Historically Underutilized Business	Other: _____

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 10**

**NON-DISCRIMINATION STATEMENT**

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

Name/Title: \_\_\_\_\_  
(Type or Print)

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

Company Name: \_\_\_\_\_  
(Type or Print)

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

Telephone Number: \_\_\_\_\_

ATTACHMENT NO. 11

CERTIFICATION AND DISCLOSURE STATEMENT

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

If an individual: YES or NO  
Have you been convicted of a felony? \_\_\_\_\_

If a business entity: YES or NO  
\_\_\_\_\_

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

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

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and HCC where the conviction occurred, and the sentence. I attest that I have answered the questions truthfully and to the best of my knowledge.

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

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

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

Business Entity: \_\_\_\_\_

Signature of Firm's Authorized Official: \_\_\_\_\_

State of \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_,  
(address, city and state)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public for the State  
Of \_\_\_\_\_

**ATTACHMENT NO. 12**

**STATE OF TEXAS AFFIDAVIT**

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, physical handicap, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and ensure nondiscriminatory employment practices.

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

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

**State of Texas**

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

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
(State)

\_\_\_\_\_  
Notary Public for the State

Of \_\_\_\_\_

**ATTACHMENT NO. 13  
BUSINESS QUESTIONNAIRE**

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON'S NAME AND PHONE NO. (Type or Print):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Office Phone Number)

\_\_\_\_\_  
(Cellular Phone Number)

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

NAME AND TITLE (Type or Print): \_\_\_\_\_

Do you or any officer, partner, owner, sales representative and/or spouse work for the Houston Community College System? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please specify: \_\_\_\_\_

State in which your home office / headquarters is located \_\_\_\_\_?

If headquarters is located out of state, does that state have preferential treatment on Bids?

If yes, list percentage. \_\_\_\_\_%

Name of Financial Institution \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Please indicate how you became aware of this procurement? Source: \_\_\_\_\_

Example: *Newspapers (Chronicle, El Dia, Houston Star, African American News, etc.)  
Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)*



**ATTACHMENT NO. 14**

**ASSURANCE OF SBDP GOAL**

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

**Small Business Participation Goal = 35% minimum**

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 the Chancellor or the duly authorized representative, the bidder/proposer may be subject to the loss of the contract or the termination thereof resulting from this bid and could be ineligible for future HCC contract awards.

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date of Signing \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_



**ATTACHMENT NO. 15**  
**HCC VENDOR APPLICATION**

HCC Procurement Operations has developed an online vendor application system. This system is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database. Once registered, you will receive a password and personal login information that will allow you to modify your vendor information anytime a change occurs with your company. You will have the flexibility to add or delete commodity lines, update phone numbers and contact information, etc. This database will allow HCC to notify, via email, all companies that match the desired commodity criteria for procurement opportunities within HCC.

Please take a moment to go to the procurement website and register as a vendor. The website address to access the vendor registration form is:  
[http://216.119.142.201/HCCS/Supplier Registration Form.asp](http://216.119.142.201/HCCS/Supplier_Registration_Form.asp)

Once you have completed your application, please print out a copy of the completed application and submit it with your completed bid package. If you do not have internet access you are welcome to use a computer at any HCC library to access the website and register or utilize the procurement operations vendor room located at 3100 Main Street, Room 11A06.

**ATTACHMENT# 16  
INSURANCE REQUIREMENTS  
HOUSTON COMMUNITY COLLEGE SYSTEM**

The insurance coverage and limits listed below are the minimum limits that the Vendor/Contractor shall carry during performance of the contract for Food Operations and Management Services, Project#07-28.

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

Occurrence / Personal Injury / Advertising / Products / Completed Operations	\$1,000,000 CSL
Annual Aggregate	\$2,000,000 CSL
Products Aggregate	\$2,000,000 CSL
Fire, Lightning or Explosion	\$1,000,000 CSL
Medical Expense	\$5,000 Per Person

**2. Automobile Liability:**

Bodily Injury / Property Damage	\$1,000,000
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**3. Workers Compensation:**

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

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Workers Compensation;
- Waiver of Subrogation added by endorsement on all policies;
- The assigned HCC project number and/or purchase order.

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to Houston Community College System within 14 calendar days after receipt of a written purchase order or some other duly executed contractual document. Mail the original certificate to: Houston Community College, PO Box 667517 (MC-1119), Houston, TX 77266, Attn: Risk Management Office.

ATTACHMENT NO. 17

**CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**

**For vendor or other person doing business with local government entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity.

By Law this questionnaire must be filled with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 76.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of Person doing business with local government entity.

2 Check this box if you are filing an update to a previous questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local government entity with respect to the expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local government entity that is the subject of this questionnaire.

## CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local government entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to the Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10% or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

\_\_\_\_\_  
Signature of person doing business with the government entity

\_\_\_\_\_  
Date

## ATTACHMENT NO. 18

### General Information Questionnaire

The following questions are to be answered as a part of your proposal response. Please submit your responses in a question and answer format (i.e. type in the question and then answer the question). In responding to a question, you may refer to other sections or exhibits of your proposal that are pertinent by referencing the page number where the information may be found. Answers should be sufficiently detailed to make unnecessary any further inquiries by HCC.

Failure to respond completely to any of these questions may result in the entire proposal being rejected.

#### RESPONDENT QUESTIONNAIRE

Respondents are required to submit a complete response to each of the items listed below. Respondents that require additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

#### **Company Profile**

1. Legal name of the company:

Contact name(s) and title(s) of individuals responsible for proposal development and appropriate contact information including: telephone number, cell phone number and email address.

Contact name(s) and title(s) of individuals responsible for contract negotiation and appropriate contact information including: telephone number, cell phone number and email address.

The office address (Corporate, Division, Regional, etc.) that will provide service:

Number of years in business:

Type of Operation (i.e. Individual, Partnership, and Corporation)

Number of employees (please include both Corporate and Division Level figures):

Annual Sales Volume (please include both Corporate and Division Level figures):

2. Provide a financial rating of your company and any documentation (such as Dunn and Bradstreet Analysis) that indicates the financial stability of your company.
3. State whether your company is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organizational and directional terms.
4. Provide any details of all past pending litigation or claims filed against your company that would affect your company's performance under a contract with HCC that would affect your company's performance under a contract with HCC.

5. 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.
6. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship between your company and any HCC officer or employee? If yes, please explain.

### **Food Program Operations**

7. Furnish a brief description(s) of your company's policy and procedures for Purchasing and providing the following items:
  - Basic Product Standards
  - Preparation Standards
  - Presentation Standards
  - Nutrition Awareness and Education Program
  - Safety and Sanitation including routine cleaning of prep service, and dining areas and pest controls
  - Security
  - Uniforms and dress codes for any non-uniform employees
  - Equipment inventory and routine/operator maintenance
  - Energy Conservation
  - Environmental protection and recycling
8. Describe your company approach to hiring and maintaining the necessary employees to provide services under the resulting contract; compensation plan, benefits package, disciplinary practices, employee training, both job specific and customer service.
9. Describe your company's Quality Assurance Program, i.e. what are your company's requirements, and how are they measured?
10. What is your company's approach to marketing campus dining to a college community? Describe your company's initial and on-going marketing standards, and include a detailed description of the company's marketing organization from the Corporate level to its tie-in to marketing performed by the on-site representative?
11. Describe your company's approach towards providing food service for individuals at a college, and securing facilities during an emergency; utility outage, hurricane, flooding, etc.
12. Describe the manner in which your company will communicate with HCC during the term of the resulting contract. This description should include on-going contacts and titles, number, type and length of contacts with district, regional and corporate staff.
13. Provide your company's philosophy in relation to the hiring of student employees. Does your company prefer student employees or non-student (seasonal) employees? Your response should include examples of employment models at other college and/or universities (preferably with similar demographics to HCC).

14. As an active member of a college community, define your company's philosophy on integrating food service staff and resources in partnership with students, faculty and staff in support of HCC system-wide programs and events. This description should include examples of how staff and resources have been utilized at other colleges and/or universities in enhancing college and/or university life.

### **Transition to Contract**

15. Provide a statement of the transition requirements to implement the resulting contract at HCC, any unique benefits, and other considerations.
16. Submit a proposed Work Plan with key dates and milestones for HCC. Your response should include:
  - a. Identification of tasks to be performed and/or equipment to be provided.
  - b. Time frames to perform the identified tasks.
  - c. List any compliance requirements and strategies for federal, state and local governmental regulations, insurance requirements including worker's compensation, licenses and permits, if any and any other regulations as appropriate.
17. What difficulties do you anticipate in serving HCC and how do you plan to manage these? What assistance will you require from HCC?



**SAMPLE CONTRACT DOCUMENTS**  
**By and Between**  
**Houston Community College System**

**And**

---

**For**  
**Food Operations and Management Services**

**PROJECT NO. 07-28**



**PROPOSED CONTRACT/EXHIBITS**

**EXHIBIT A  
PROPOSAL / AWARD FORM**

Note: (Attachment No. 1 of this solicitation may become Exhibit A in the resulting Contract.)

**EXHIBIT B  
SCHEDULE OF ITEMS AND PRICES**

Note: (Attachment No. 2 of this solicitation may become Exhibit B in the resulting Contract.)

**EXHIBIT C  
SCOPE OF SERVICES**

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

**EXHIBIT D  
GENERAL TERMS AND CONDITIONS**

Note: (Section IV will become Exhibit D in the resulting contract.)

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

Note: (Attachment No. 5 of this solicitation may become Exhibit E in the resulting Contract.)

**EXHIBIT F  
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Note: (Attachment No. 6 of this solicitation may become Exhibit F in the resulting Contract.)

**EXHIBIT G  
FIRST TIER SUBCONTRACTOR PAYMENT CERTIFICATION FORM**

Note: (Attachment No. 7 of this solicitation may become Exhibit G in the resulting Contract.)

**EXHIBIT H  
INSURANCE REQUIREMENTS**

Note: (Attachment No. 16 of this solicitation may become Exhibit H in the resulting Contract.)

- Appropriated Funds

The purchase of services or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to cancel the resulting contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to cancel the resulting contract by giving the selected contractor a thirty (30) day written notice of cancellation without penalty. Upon cancellation of the resulting contract, HCC shall not be responsible for any payment of any service or product received that occur after the end of the current contract period. HCC fiscal year begins on September 01 and ends on August 31.