

Solicitation Amendment No. 001

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To:	Date:
Prospective Bidder	December 6, 2010
Project Title:	Project No.:
2ME Multi-Definition Production Switcher	# 11-14
<p>Description of Solicitation Amendment:</p> <p>The Invitation for Bid for a 2ME Multi-Definition Production Switcher (Project # 11-14) is hereby amended as set forth below:</p> <p>I. <u>Bid Opening Date/Time:</u></p> <p style="padding-left: 40px;">The bid opening Date/Time is hereby being extended to 3:00 p.m. (local time) on Wednesday, December 15, 2010.</p> <p>II. <u>Attachment No. 4, General Terms and Conditions:</u></p> <p style="padding-left: 40px;">The General Terms and Conditions (Attachment No. 4) contained in the solicitation document is hereby deleted in its entirety and is being replaced by the revised General Terms and Conditions dated December 6, 2010, attached hereto and made a part hereof.</p>	
Acknowledgement of Amendment No. 001 by:	Date:
Company Name (Bidder/Offerer):	
Signed by:	
Name (Type or Print):	Title:

ATTACHMENT NO. 4

GENERAL TERMS AND CONDITIONS

Revised: December 6, 2010

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Bids do not become contracts until they are accepted by HCC through issuance of written purchase a contract signed by both parties, and other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the IFB, and other provisions required by HCC shall be included in any resulting contract.

2. **Delivery Terms**

All items shall be delivered to HCC within sixty (60) calendar days after receipt of purchase Order, and shall be plainly marked with the assigned HCC purchase order number. HCC shall not be responsible for any goods or services performed without the benefit of a duly signed purchase order issued by the HCC Procurement Operations Department. All items shall be delivered to the HCC, Communications Department, 3100 Main Street, 12th Floor, Houston, Texas 77002.. The Contractor shall contact Mr. Daniel Arguijo at 713-718-5122 to schedule delivery, installation and training classes.

3. **Installation**

The Contractor shall furnish to HCC all installation/training documents, including CAD line drawings. All cables installed must be clearly labeled and appear in all documents accurately.

The selected vendor will confirm that the factory testing procedures were completed to ensure that the equipment operates as required to meet the design intent. In addition, the selected vendor will verify proper communication with all devices, do a complete operational check of the system, make modifications requested

- Inspect the physical condition of all items;
- Inspect physical location, alignment, and grounding;
- Verify that the unit is clean;
- Inspect connections;
- Verify electrical and timing settings.

After successful completion of the visual inspection, electrical and functionality tests are operation of each individual piece of equipment in the system is confirmed, the equipment will be examined as a discrete system.

After the initial checks are complete the system will be configured and tested for proper operation. In the second step the system would be tested to verify compatibility under various operating conditions. Finally, the entire system as a whole shall be tested. During this system test, the true operation of the facility's combined functionality with the system is confirmed.

4. **Training**

The Contractor shall provide to HCC a minimum of two (2) days on-site training to be performed at the System Administration Building, 3100 Main Street, Houston, Texas 77002.

On-site training will consist of a demonstration to five (5) HCC employees, the technical aspects of the switchers operation and maintenance. This includes but is not limited to: basic operation, switcher installation and configurations, peripheral interfaces, video signal flow, system timing requirements, circuit black diagrams, circuit board overviews, jumpers and indicators, and troubleshooting tips.

5. **Repairs/Response Time**

The Contractor shall have a full-service and repair facility that can perform component level repairs as needed and be able to respond to any and all assistance calls as required by HCC within a period of four (4) hours.

6. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.

7. **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.

8. **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. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

9. **Termination for Convenience**

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving thirty (30) calendar days written notice thereof to the selected contractor.

10. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract; or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.

11. **Ethics Conduct**

Any breach of any HCC ethics policies, rules, or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, 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 solicitations, bid awards, orders, and contracts.

12. **Conflict of Interest**

HCC expects the Contractor to comply with Chapter 176 of the Texas Education Code and that failure to comply is grounds for termination of the Contract.

13. **Small Business Development Program (SBDP)**

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter into agreements for the Work identified in Attachment No. 8 of the solicitation entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC.
- Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.

For this contract, HCC has established "**Best Effort**" as the goal for small business participation.

14. **Drug Policy**

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

15. **Small Business Compliance**

The contract shall require that contractor 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 small business goal stated in the contract, if any.

16. **Prime Contractor/Contract for Services**

If the resulting contract is for services, the contract shall require that the contractor perform a minimum of 30% of the work with its labor force or demonstrate management of the work to the satisfaction of HCC.

17. **Changes**

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 acceptance and direction of HCC. Notwithstanding the foregoing, any increase in cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

18. **Insurance Requirements**

The Contractor agrees to comply with the insurance requirements contained herein, if any.

19. **Indemnification**

The Contractor shall indemnify, defend, and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extra contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors, and employees in the performance of the contract.

20. **Independent Contractor**

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that the contractor's employees shall be paid by the contractor; and the contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents.

21. **Third Party Rights**

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

22. **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.

23. **Notices**

All notices 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

Procurement Operations

3100 Main Street

Houston, Texas 77002

ATTN: Executive Director, Procurement Operations

Contractor

Attn: _____

24. **Invoicing and Payment**

The contractor shall submit an original invoice to the address shown below for the goods or services which have been inspected and accepted by HCC:

Houston Community College

Accounts Payable

P.O. Box 667460

Houston, Texas 77266-7460

Reference: Project No. 11-14 and the applicable purchase order number.

Generally, payment will be made within thirty (30) calendar days after receipt of a properly prepared invoice or acceptance of the goods or services, whichever is later. Payment shall be considered made when HCC deposits the contractor's payment in the mail or the date on which an electronic transfer of funds occurs.

25. **Appropriated Funds**

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

26. **Entire Agreement**

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. The contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.