

**Houston Community College  
Procurement Operations**



**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**VENDING MACHINE SERVICES**

**PROJECT NO. 08-08**

# REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

**Date:** December 12, 2007  
**Project Title:** Vending Machine Services  
**Project No.:** 08-08

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**ISSUED BY:**

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

**SUBMIT INQUIRES TO:**

Name: Prudie Lendon  
Title: Senior Buyer  
Telephone: (713) 718-5005  
Fax: (713) 718-2113  
Email: prudie.lendon@hccs.edu

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**Project Overview:** The Houston Community College ("HCC") is seeking proposals from qualified firms to provide Vending Machine Services at various HCC Facilities (Please refer to Attachment No. 3, Scope of Service). Such vending services will generally include the supply of equipment, vending machines, and products (i.e. sandwiches, hot and cold drinks, juices, candy, snacks, chips pastries, etc.) Alternate proposals to provide healthy and hot food items in a cafeteria type environment will also be considered by HCC.

**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:**

A non-mandatory pre-proposal meeting will be held in Procurement Operations, 3100 Main Street (11<sup>th</sup> Floor, Room #11A-07 Houston, Texas 77002 on January 04, 2008 at 10:00 a.m. (local time).

**Proposal Due Date/Time:** HCC will accept technical/price proposals to provide Vending Machine Services until 3:00 p.m. (local time) on January 17, 2008. Proposals will be received in Procurement Operations, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

**Contract Term:** The contract term for any contract awarded resulting from this solicitation will be Five (5) years, unless terminated sooner by HCC.

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.

## INSTRUCTIONS TO PROPOSERS

### 1. **Introduction**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Vending Machine Services in accordance with the Scope of Services contained in this solicitation (Attachment No. 3). In addition to the specific requirement of vending machine services, proposers are encouraged to submit a plan to provide healthy and hot food items in a cafeteria type environment. Such items may include, but is not limited to sandwiched, soup, baked potatoes, and oatmeal as well as breakfast, lunch and dinner type menus. The proposers are encouraged to submit a plan with greater emphasis on the provision of healthy food and hot food items and recipes for vegan and vegetarian items and meals.

### 2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and (5) copies of the technical proposal and one(1) original copy of the price proposal (both documents shall be submitted together) to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, as appropriate:

- Attachment No. 1 Proposal/Award Form
- Attachment No. 2 Schedule of Items and Prices / Product Price List
- Attachment No. 5 Contractor & First Tier Subcontractor/Supplier Participation Form
- Attachment No. 7 Determination of Good Faith Effort
- 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, if any

The envelope 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  
Procurement Operations  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 08-08  
Attn: Prudie Lendon, Senior Buyer

### 3. **Eligibility for Award**

- a. 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.
- b. 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 will be rejected as non-responsive.
- c. 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.
  - 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.

#### **Preparation and Submission of the Technical Proposal:**

The technical proposal shall include, as a minimum, the following information:

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal. Each proposal must be tabbed as shown below.
- **Project Understanding and Management:** This section shall include a detailed management plan as well as an organizational chart, which includes "key" staff members and their respective responsibilities for this project. The project management plan must include defined lines of authority and the proposer's commitment to utilize HCC students in an internship capacity with the firm. Include the names of any subcontractor(s) and their respective responsibilities under this project (please refer to Attachment No. 5).
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm's history, size and staff composition. Include a description of the firm's past and current contracts/assignments, which are related to the type of services, required by this solicitation. Indicate firm's experience in providing vending services to educational institutions.
- **Past Performance and Services:** This section shall include a description of the firm's past projects/contracts, which are related to the type of vending machine services required by this solicitation. Include past or current projects/contracts with educational institutional. Describe the firm's maintenance, stocking and equipment servicing plans
- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified. Include the name of the primary point of contact/person for this project.

- **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business goal specified in this solicitation, if any. Include a statement of commitment to utilize HCC students in an internship capacity with the company.

5. **Price Proposal:**

The price proposal shall be clearly identified as such in the technical proposal documents and shall be inclusive of all pricing and cost associated with this project (Refer to Attachment No. 2, Schedule of Items and Prices).

6. **Evaluation Criteria**

An Evaluation Committee (“Committee”) will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) 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. Proposals will be evaluated using the following criteria:

<b><u>FACTOR</u></b>	<b><u>Percentage Weight</u></b>
• Qualifications and Experience of Firm:	25%
• Past Performance and Services:	20%
• Qualifications and Experience of Personnel:	15%
• Project Understanding and Management:	15%
• Price Proposal	15%
• Small Business and Internship Commitment	10%
	Total: 100%

7. **Contract Award**

Award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. HCC may award one (1) or more contracts, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC.

8. **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 HCC’s discretion.

9. **Oral Presentations**

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to HCC. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

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

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination 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.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established **Best Efforts** as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
  - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.

11. **Small Business Compliance**

To ensure compliance with any stated small business participation goal, the selected contractor will be required to meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

12. **Prime Contractor/Contracts for Services**

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

13. **Internship Program**

- a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.
- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

14. **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 are prohibited:

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

The communications prohibition shall be imposed 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:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- [6] nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

15. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

16. **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.

17. **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 (a minimum of seven (7) calendar days before the date set to receive proposals) 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). Receipt of any amendment(s) issued by HCC shall be acknowledged with the proposal submission.



18. **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.

19. **Conflict of Interest**

If a firm responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HVV would have in the contract resulting from this solicitation, the firm must disclose this to HCC. Persons submitting a response to this solicitation must complete and submit **Attachment No. 18, Conflict of Interest Questionnaire Form**. This completed form must be signed and submitted with the solicitation response.

20. **Performance Security**

Prior to start of contract performance, the selected vendor shall provide to HCC a performance bond, letter of credit or other acceptable guarantee in favor of HCC, in the amount of six (6) months anticipated revenues/commission. A minimum of **\$50,000** is required as security for HCC timely receipt of full revenues/commission due under this Contract.

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

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**PROPOSAL /CONTRACT AWARD FORM**

**Project Title:** Vending Machine Services  
**Project No.:** 08-08

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In compliance with the requirements of this Request for Proposals for Vending Machine 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.

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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.)

-----  
Purchase Order No. \_\_\_\_\_ (for payment purposes only)  
Project No. 08-08  
-----

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

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on \_\_\_\_\_, 2008

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

Name: Michael Kyme  
Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2

SCHEDULE OF ITEMS AND PRICES  
For  
Vending Machine Services

The Proposer/Contractor agrees to pay Houston Community College the below proposed **commission fees** based on total **monthly gross sales** of beverage and non-beverage items from vending machines located in all HCC facilities. The monthly gross sales shall be based on the total combined vending sales at all HCC facilities.

**I. Vending Machines Products & Commission:**

<b><u>Item No.</u></b>	<b><u>Products</u></b>	<b><u>Proposed Commission</u> <b>(based on total sales)</b></b>
001	Beverage Sales (cold & hot drinks)	_____ % (monthly percentage)
002	Non-Beverage Sales (food items, i.e. sandwiches, snacks, etc.)	_____ % (monthly percentage)

**II. Optional Healthy and Hot Food Items:**

List below any healthy and hot food items being offered or attach sample menus or brochures describing such items:

<u>Items</u>	<u>Prices</u>
○ _____	_____
○ _____	_____
○ _____	_____
○ _____	_____

ATTACHMENT NO. 2A

VENDING PRODUCTS AND PRICES

<u>Item No.</u>	<u>PRODUCTS</u>	<u>PROPOSED SELL PRICE</u>
1.	Cold Drink(s): <ul style="list-style-type: none"><li>• Can Soda (12 oz.)</li><li>• Bottle Soda (20 oz.)</li><li>• Juice (12 oz. Can)</li><li>• Bottle Water</li></ul>	\$_____/ea. \$_____/ea. \$_____/ea. \$_____/ea.
2.	Hot Drink(s): <ul style="list-style-type: none"><li>• Coffee (cup size: 12 oz.)</li></ul>	\$_____/ea.
3.	Gum	\$_____/ea.
4.	Candy	\$_____/ea.
5.	Chips (regular)	\$_____/ea.
6.	Chips (large)	\$_____/ea.
7.	Cookies	\$_____/ea.
8.	Pastry	\$_____/ea.
9.	Peanuts	\$_____/ea.

Note: Each proposer shall provide, with its proposal, descriptive literature and brochures on all products being proposed to HCC in response to this solicitation. The proposer may also attach a list of additional products for HCC consideration.

**ATTACHMENT NO. 3**  
**SCOPE OF SERVICE**  
**FOR**  
**Vending Machine Services**  
**HCC PROJECT No. 08-08**

I. General

- a. This scope of service covers the requirements for the Contractor to provide vending machine services for the Houston Community College System ("HCC") at its designated facilities located throughout the Houston, Texas metropolitan area.
- b. The Contractor shall furnish all management, supervision, labor, equipment, transportation, supplies, vending machines, food products, installation and maintenance and any other resources necessary to provide vending services as described herein. The Contractor must supply first quality equipment, products and services in a timely, efficient and satisfactory manner.

II. Products Requirements

- a. The Contractor shall furnish products from a list of products as mutually agreed upon by the Contractor and HCC. The products generally authorized to be dispensed from the vending machines are those listed in Attachment No. 2A, entitled: Vending Products and Prices.
- b. Other products as mutually agreed between the Contractor and HCC may be added to the agreed upon products list and stocked in the vending machines.
- c. Tobacco products shall not be dispensed from any vending machine located at HCC facilities.

III. Equipment Installation/Removal

- a. The Contractor shall deliver and setup all equipment/machines necessary to provide vending services at each HCC facility. The Contractor shall furnish automatic vending machines of a new or like new manufacture. Each machine shall be equipped with dollar bill validators and cash accountability meters that are electronic non-resettable type. All vending machines shall be operable and serviced by the Contractor in a timely and satisfactory manner.
- b. The Contractor and the HCC designated representative (s) shall mutually agree on the specific types and quantities of vending machines that will be placed at each HCC facility. HCC, at its sole discretion, will determine the actual placement/ location of each vending

machine at each location. All machines installed by the Contractor shall conform to all applicable Federal, State of Texas, Harris County, City of Houston and other applicable governmental agencies building, health and other applicable laws and regulations.

- c. HCC reserves the right to demand the removal and replacement of any vending machine it deems unacceptable. Any machine considered being unacceptable by HCC shall be replaced or removed by the Contractor within the time frame specified in a written notice to the Contractor from HCC.

#### IV. Vending Machines Minimum Specifications/Requirements

- a. All vending machines shall be DEX equipped or capable of becoming DEX equipped by the contractor upon receipt of a written request from HCC. Note: DEX is an electrical interface used to connect a vending machine to an external computer/hand-held device.
- b. All vending machines shall be new or like new manufacture.
- c. All vending machines shall be maintained in good working order, and any non-functioning machine shall be replaced by the Contractor within Forty-eight (48) hours after receipt of notice from HCC.
- d. Scheduled replacement of vending machines shall be planned as new technologies become available.
- e. All vending machines shall be equipped with factory-installed meters.
- f. Meter readings shall be taken by the Contractor and recorded immediately prior to installation of any machine at HCC facilities. Meter readings shall also be taken and recorded immediately after removal of any vending machine from HCC facilities. Meter readings shall be taken periodically for accurate determination of gross sales.
- g. All vending machines shall be kept in a clean, undamaged condition, and of good appearance.
- h. All vending machines shall be retrofitted to accommodate new coins or currency within sixty (60) days of availability of the coins or currency.
- i. All vending machines shall accommodate plastic, paper, or aluminum containers, as applicable. No glass bottle product(s) shall be dispensed from any of the vending machines.

- j. A placard shall be placed on each machine stating the Contractor's name and local telephone number to be used for reporting service problems or customer complaints.

V. Maintenance/Services

- a. The Contractor shall service all vending machines on a daily basis during the first thirty (30) days of the contract period. Thereafter, the Contractor shall service each machine on a weekly basis or more frequently if necessary. Any vending machine that requires servicing less than weekly shall be identified by the Contractor and reported to HCC Procurement Operations for appropriate action as recommended by the Contractor.
- b. The Contractor shall maintain all equipment/machines at high standards of quality, sanitation and cleanliness at all times. All vending machines shall be adequately serviced and supplied with quality merchandise at all times. The Contractor must respond to a service call or out of product call within Twenty-Four (24) hours after receipt of such call from HCC.

VI. Facility/Address/Equipment Requirements

At a minimum, the Contractor shall provide Vending Machines and Services at the following HCC locations:

<u>FACILITY</u>	<u>ADDRESS</u>	<u>MACHINE/QTY.</u>
• Central College	1302 Holman Houston, TX 77002	Snack Machine (3ea) Can/ Soda Machine (3ea) Bottle Soda Machine(2ea) Snapple Machine (1ea) Coffee Machine (1ea) Water Machine (1ea)
• J.B. Whitley Bldg	1302 Alabama Houston, TX 77004	Snack Machine (1ea) Can Soda Machine (1ea)
• Fine Arts Building	3517 Austin Houston, TX 77004	Can Soda Machine (1ea)
• Staff & Instr. Dev.	3821 Caroline Houston, TX 77004	Snack Machine (1ea) Can Soda Machine (1ea)
• Northeast (Codwell) College	555 Community College Houston, TX 77013	Can Soda Machine (1ea) Bottle Machine



- Northline Mall 401 Northline Mall Houston, TX 77022  
Snack Machine (2ea)  
Snack Machine (1ea)  
Can Soda Machine (1ea)  
Bottle Machine (1ea)  
Snapple Machine (1ea)
- Pinemont Center 1275 Pinemont Houston, TX 77018  
Can Soda Machine (1ea)  
Bottle Machine (1ea)  
Snapple Machine (1ea)  
Snack Machine (1ea)  
Coffee Machine (1ea)
- Transportation Training Ctr. 4638 Airline Houston, TX 77022  
Bottle Machine (1ea)  
Snack Machine (1ea)
- Comm. Truck Driving 6401 Longpoint Houston, TX 77055  
Snack Machine (1ea)  
Can Soda Machine (1ea)  
Bottle Soda Machine (1ea)
- Administration Bldg. 3100 Main Houston, TX 77002  
Can Soda Machine (5ea)  
Bottle Machine (2ea)  
Snack Machine (5ea)  
Coffee Machine (1ea)
- Sheetmetal Aparent. 900 West 34<sup>th</sup> Houston, TX 77018  
Snack Machine (1ea)
- Town & Country 1010 W. Sam Houston Pkwy Houston, TX 77041  
Can Soda Machine (1ea)  
Bottle Machine (2ea)  
Snack Machine (2ea)  
Snapple Machine (1ea)  
Coffee Machine (1ea)
- Westgate Campus 1550 Foxlake Houston, TX 77084  
Snack Machine (1ea)  
Can Soda Machine (1ea)  
Bottle Machine (1ea)  
Snapple Machine (1ea)
- Eastside Campus 8615 Rustic Houston, TX 7708  
Snack Machine (1ea)  
Can Soda Machine (1ea)  
Bottle Machine (1ea)  
Coffee Machine (1ea)  
Snapple Machine (1ea)
- Katy Mills Center 25403 Kingsland Blvd. Can Soda Machine (1ea)

Houston, TX 77084

- Equestrian Center      2501 S. Mason Rd.  
Houston, TX 77450      Can Soda Machine (1ea)
- Willie G. Hall Campus      1990 Airport  
Houston, TX 77051      Soda Machine (1ea)  
Snack Machine (1ea)  
Coffee Machine (1ea)
- HCC Medical Center      2051 Galen  
Houston, TX 77030      Can Soda Machine (1ea)  
Bottle Machine (4ea)  
Snapple Machine (1ea)  
Snack Machine (2ea)  
Coffee Machine (1ea)
- Eastside Annex      2524 Garland  
Houston, TX 77087      Snack Machine (1ea)  
Can Soda Machine (1ea)
- Stafford Campus      9920 Cash Road  
Houston, TX 77477      Snack Machine (2ea)  
Can Soda Machine (1ea)  
Bottle Machine (2ea)  
Coffee Machine (1ea)
- New Stafford      10141 Cash Road  
Houston, TX 77477      Snack Machine (1ea)  
Can Soda Machine (1ea)  
Bottle Machine (1ea)  
Coffee Machine (1ea)  
Snapple Machine (1ea)
- Gulfton Campus      5407 Gulfton  
Houston, TX 77081      Snack Machine (1ea)  
Can Soda Machine (1ea)  
Bottle Soda Machine (1ea)  
Coffee Machine (1ea)  
Snapple Machine (1ea)
- West Loop Campus      5601 West Loop  
Houston, TX 77081      Can Soda Machine (1ea)  
Bottle Soda Machine (1ea)  
Snapple Machine (1ea)  
Snack Machine (1ea)

- Alief Center                      13803 Bissonnet                      Can Soda Machine (1ea)  
Houston, TX 77083                      Bottle Machine (1ea)  
Snack Machine (1ea)
  
- Missouri City                      1681 Cartwright                      Combo Machine (1ea)  
Missouri City, TX 77489                      Water (1ea)

VII. HCC Designated Representatives

The Contractor will be provided the name(s) of the HCC designated representative(s) for each facility/location at the time of contract award.

## ATTACHMENT NO. 4

### GENERAL TERMS AND CONDITIONS

#### 1. **Contract Award**

A response to the solicitation is an offer to contract with 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.

#### 2. **Contract Term**

The contract term will be Five (5) years from the date of contract award, unless otherwise terminated by HCC in accordance with the terms and conditions of the Contract. This Contract may be terminated by HCC with or without cause upon Ninety (90) calendar days prior written notice to the Contractor.

#### 3. **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.

#### 4. **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.

#### 5. **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.

#### 6. **Termination for Convenience**

HCC may, at its option and discretion, terminate or reduce the scope of service or other requirements of the Contract at any time, without any default on the part of the Contractor, by giving Ninety (90) calendar days written notice thereof to the Contractor.

#### 7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the Contractor, if the Contractor neglects to execute the work properly; performs in an unsatisfactory manner or fails to perform any provisions of the contract. In the event of termination for default, HCC shall have against the Contractor, all remedies provided by law and equity.

#### 8. **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.

#### 9. **Small Business Development Program (SBDP)**

The Contractor hereby agrees to attain small business participation in the amount of \_\_\_\_% of the total contract amount. The Contractor agrees to enter into agreements for the Work identified in Exhibit \_\_\_\_, entitled Contractor and First Tier 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.

**10. 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 direction of HCC.

**11. Insurance Requirements**

The Contractor agrees to comply with the insurance requirements contained in this Contract.

**12. Indemnification**

The Contractor shall hold 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.

**13. Sales Report**

- The contractor shall keep accurate records and provide a monthly computer-generated , comprehensive report. The report(s) shall be submitted to the Executive Director, Procurement Operations or designee, and shall accompany the monthly commission check. The report shall include at least the following information:
  - (1) Total dollar amount of sales itemized by machine and location.
  - (2) Total dollar amount of commission due HCC.
  - (3) Meter readings and cash count of each machine.

**14. Payment of Commission**

- a. The Contractor shall render to HCC a certified or cashier's check by the 10<sup>th</sup> of each month in the amount of the preceding month's earned commissions due HCC. The certified or cashier's check shall be made payable to the Houston Community College System and mailed or delivered to the following address:

**Houston Community College  
Accounting & Finance Department  
Attn: Head Cashier  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002  
or  
Post Office Box 667460  
Houston, Texas 77266-7460**

- b. The Contractor shall pay HCC compensation in the amount of the total commission rate based upon a percentage of monthly gross sales, in accordance with the Schedule of Items and Pricing, Exhibit B, of this Contract.

**15. Auditable Records**

Houston Community College System shall have the right to perform, or have performed, audits of Contractor's books and records related to this contract, and shall also have the right to conduct inspections of all equipment/machines at places where service is performed under the Contract. The Contractor shall retain all books, records and other documents relative to the contract for at least three (3) after final payment is made to HCC, or until audited by HCC or its authorized agents. HCC or its authorized agents shall have full access to and the right to examine any of said material during the Three (3) year time period.

**16. Collection of Funds**

The Contractor shall collect money from each vending machine at least weekly. Also, all money shall be collected before any machine is removed from HCC premises for repair, replacement or any other purpose.

**17. Price Adjustments**

Price adjustments for changes in the Contractor's cost of products will be considered by HCC. No price increase will be authorized for 180 calendar days after the effective date of the contract. Thereafter, the Contractor may request price increases, in writing, to the Executive Director, Procurement Operations, at least Thirty (30) calendar days prior to the proposed effective date of such increases. All requests for price increases must be accompanied by supporting documentation of the supplier.

**18. Refunds**

The Contractor shall post a notice on each coin-operated automatic vending machine as to where an individual may seek reimbursement for monies lost in a machine due to malfunction or faulty or inferior product. The Contractor, prior to the commencement date of contract, shall coordinate the establishment of a refund accounts with the **head cashier** for each location and the Executive Director, Procurement Operations.

**19. Performance Security**

Prior to start of contract performance, the Contractor shall provide to HCC a performance bond, letter of credit or other acceptable guarantee in favor of HCC in the amount of six (6) months anticipated revenues to HCC (a minimum of \$ 50,000.00) is required as security for HCC timely receipt of full revenues due under this Contract.

**20. Subcontracting**

Except for any subcontractor(s) listed in Exhibit E of this Contract, the Contractor shall not subcontract any portion of the work or services required under this Contract without the advance written consent of the Executive Director, Procurement Operations.

**21. Assignment of Contract**

This Contract shall not be assigned by the Contractor, in whole or in part, with the advance written consent of the Executive Director, Procurement Operations.

**22. Inspection of Service and Equipment**

The Contractor shall maintain a quality control and service inspection system covering all services provide under this Contract. Complete records of all inspection services performed by the Contractor shall be maintained and made available to HCC during contract performance. HCC shall have the right to review the inspection records to the extent practicable at all times and places during the term of the Contract. HCC shall perform such reviews in a manner that will not unduly delay or affect contract performance.

**23. HCC-Furnished Utilities**

HCC will furnish the following services during the effective period of the contract:

- All required utilities to a proper point of connection.
- All utilities such as water, electricity, heating, air conditioning and lighting.

**24. Title to Contractor-Furnished Equipment**

- a. The title to all Contractor-furnished equipment shall remain with the Contractor. Notification of equipment failure shall be provide to the HCC designated representative by the Contractor within two (2) hours after such failure is discovered by the Contractor.
- b. The assignment of equipment/machine space is revocable and is not to be construed as the creation of tenancy. The Contractor shall be liable for any damage to HCC's property while providing services under this Contract.

**25. Phase-Out and Changeover Period**

The Contractor shall remove all machines/equipment within ten (10) calendar days upon completion of the Contract performance period or any prior contract termination unless HCC authorizes a longer period for the removal of the machines/equipment. All terms and conditions of the Contract shall apply to the operations and sales during this ten (10) day period. The Contractor shall also cooperate with any replacement contractor during this phase-out and changeover period, if any.

**26. Contractor's Representative**

Prior to start of contract performance, the Contractor shall advise HCC, in writing, of the primary and alternate representative (including telephone number) who will have management and operational responsibility for the contract performance requirements as well as the authority to act on matters of a contractual nature.

**27. Contractor's Employee Identification Requirement**

All Contractor's employee(s) shall, while performing services under this Contract, wear in plain view on the upper portion of the outer garment, identification containing the company name, employee's name and company identification number of the employee, if any. The Contractor shall ensure that no employee performing under this contract has committed a felonious crime.

**28. Protection of HCC Property**

The Contractor shall use reasonable care to avoid damaging buildings, equipment and vegetation on HCC property. If the Contractor's failure to use reasonable care causes damage to any HCC property, the Contractor shall replace or repair any damage at no expense to HCC, as directed by Executive Director of Procurement Operations or designee.

**29. 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.

**30. Entire Agreement**

This Contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement may not be amended or modified, except by mutual written agreement.

**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**

**INSURANCE REQUIREMENTS**

The following coverage and limits are the minimum limits that the Contractor / Vendor are required to carry during performance of the contract for Vending Machine Services HCC Project No. 08-08:

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

- a. Occurrence / Personal Injury / Advertising /
- b. Products / Completed Operations \$1,000,000. CSL
- c. Annual Aggregate \$2,000,000.CSL
- d. Products Aggregate \$2,000,000. CSL
- e. Fire, Lightning or Explosion \$1,000,000. CSL
- f. Medical Expense \$5,000 Per Person

**2. Automobile Liability:**

Bodily Injury / Property Damage \$1,000,000. CSL

**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 and other stated information are required on the Original Certificate of Insurance:

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Worker's compensation;
- Waiver of Subrogation on all policies;
- The assigned Project No. and/or Purchase Order Number.

The Original Certificate of Insurance shall be mailed to Houston Community College System Risk Management Office Post Office Box 667517 (MC-1119), Houston, Texas 77266, indicating the limits, coverage and endorsements as outlined above within 14 calendar days after receipt of written purchase order or some other duly executed contract document.

**ATTACHMENT NO. 7  
HCC PROJECT NO. 08-08**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
DETERMINATION OF GOOD FAITH EFFORT FORM**

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 small business 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

HCC Project No. 08-08

**ATTACHMENT NO. 8  
SMALL BUSINESS UNAVAILABILITY CERTIFICATION FORM**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

Of \_\_\_\_\_, certify that on the date shown below, I contacted the following small  
(Business name) business(es) to obtain a Bid for Materials or Services to be utilized on  
HCC Project No. 08-08

DATE CONTACTED	SMALL BUSINESS	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS
1.					
2.					
3.					
4.					
5.					
6.					

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

The above statement is a true and accurate account of why I was unable to award a subcontract(s) or supply orders(s) to the small business listed above.  
**NOTE: This form to be submitted with all Proposer's documents for Waiver of small business participation. (See Instructions to Proposers)**

Signature: \_\_\_\_\_  
(Proposer)

**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 separately sealed envelope addressed to:  
**Houston Community College  
 Procurement Operations/Small Business Representative  
 Post Office 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	<input type="checkbox"/> Other: _____

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 10**

**NON-DISTRIMINATION 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, religion, age, 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: \_\_\_\_\_

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 County 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 \_\_\_\_\_

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

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

**ATTACHMENT NO. 12**

**STATE 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 :** \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_

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

\_\_\_\_\_  
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):

\_\_\_\_\_

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.)*



**TYPE OF ORGANIZATION**

Individual  Sole Proprietorship  
 Partnership  Corporation, Incorporated in \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_  
Social Security Number, if an individual \_\_\_\_\_

How long in business under present name \_\_\_\_\_  
Number of persons now employed \_\_\_\_\_

**BUSINESS CLASSIFICATION**

DBE Disadvantaged Business Enterprise  SB Small Business  
 WBE Women Owned Business Enterprise  MBE Minority Business Enterprise  
 HUB Historically Underutilized Business  Other: \_\_\_\_\_

*\* HCC is an equal opportunity / educational institution, which does not discriminate on the basis of race, religion, national origin, gender, age or disability. HCC encourages small and disadvantaged businesses to seek procurement opportunities*

**REFERENCES**

List three references (local or otherwise) which have been or are now your customer and at least one in which you have performed comparable work in quantity and scope to that specified in this solicitation.

<u>Name of Firm</u>	<u>Address</u>	<u>Point of Contact</u>	<u>Telephone #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

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

Sworn to and subscribed before me at \_\_\_\_\_

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

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

**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 =**        %

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

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

Houston Community College System ("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. What a great way to never miss out on an HCC bid or proposal opportunity again.

Please take a moment to go to the Houston Community College System Procurement Operations 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.

CONFLICT OF INTEREST QUESTIONNAIRE

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ</b>  <b>For vendor or other person doing business with local government entity</b></p>	
<p>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.</p>	<p>OFFICE USE ONLY                  Date Received</p>
<p>1 Name of Person doing business with local government entity.</p>	
<p>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.)</p>	
<p>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.</p>	
<p>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.</p>	

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

**Houston Community College System  
Procurement Operations**



**SAMPLE CONTRACT DOCUMENTS**

**By and Between**

**HOUSTON COMMUNITY COLLEGE**

**AND**

---

**FOR**

**VENDING MACHINE SERVICES**

**HCC PROJECT NO. 08-08**

**SAMPLE 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: (Attachment No. 4 of this solicitation may become Exhibit D in the resulting contract.)

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

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

**EXHIBIT F  
SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION**

**EXHIBIT G  
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

**EXHIBIT H  
INSURANCE REQUIREMENTS**

Note: (Attachment No. 8 of this solicitation may become Exhibit H in the resulting contract.)

**EXHIBIT F**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER PAYMENT CERTIFICATION FORM**

**HCC Project No. 08-08**

(This form is to be completed by the Subcontractor/Subconsultant or Supplier for each payment received from the Prime Contractor/Consultant.)

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

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

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

I hereby certify that the above firm received payment on \_\_\_\_\_ from \_\_\_\_\_ in the amount of \_\_\_\_\_

\_\_\_\_\_ (date) \_\_\_\_\_ (enter name of prime contractor)  
\$ \_\_\_\_\_ as full payment of Invoice No. \_\_\_\_\_ dated \_\_\_\_\_ for work performed or materials provided during \_\_\_\_\_ under HCC Project No. \_\_\_\_\_  
(enter dates)

**Note:** This form shall be completed and signed by an Officer of the firm. Attach this form to each invoice for payment.

Signature \_\_\_\_\_

Printed or Typed Name \_\_\_\_\_

Title \_\_\_\_\_

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



**EXHIBIT G**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED FORM**

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

Consultant / Contractor: \_\_\_\_\_ HCC Project No. 08-08

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

Subconsultant / Subcontractor / Supplier (Name)	Total Subcontract Amount	Amount Paid This Period \$ _____	Total Paid to Date \$ _____

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will make  
(enter name of prime contractor)

payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractors and suppliers in accordance with contractual arrangements with them.

**Note:** This form shall be completed and signed by an officer of the firm. Attach this form to each invoice for payment.

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

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

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

Phone: \_\_\_\_\_

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