



**procurement  
operations**

**Request for Proposals (RFP)**

**For**

**Electricity Supplier**

**Project No. 08-27**

# REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: June 5, 2008  
Project Title: Electricity Supplier  
Project No.: 08-27

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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: Ann Kokx-Templet  
Title: Manager, Contract Administration  
Telephone: (713) 718-5158  
Fax: (713) 718-2113  
Email: [ann.kokxtemplet@hccs.edu](mailto:ann.kokxtemplet@hccs.edu)

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**Project Overview:**

Houston Community College System ("HCC") is seeking proposals from qualified firms to supply electricity system-wide as described and specified within this solicitation.

**Award / Contract Approval:**

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 5.

**Proposal Due Date/Time:** HCC will accept sealed proposals in original form to provide electricity until 4:30 PM (local time) on June 18, 2008. Proposals will be received in the Procurement Operations department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002. Proposals will not be opened publicly.

**Contract Term:** The contract term for contract(s) awarded resulting from this solicitation, if any, will be negotiated for a period not to exceed five (5) years.

**Obligation and Waivers:** This Request for Proposal does not obligate HCC to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal.

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

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

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

HCC reserves the right to withdraw this solicitation at any time for any reason; remove any scope

component for any reason and to issue such clarifications, modifications and / or amendments as deemed appropriate.

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

## **INSTRUCTIONS TO PROPOSERS**

1. **Introduction and Background**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing electricity services in accordance with the Scope of Services contained in this solicitation (Attachment No. 4).

Houston Community College is seeking a firm (or firms) as an electricity supplier that is prepared to forge a close working relationship for the ongoing supply of electricity. The pricing options submitted by respondents to this RFP for these services must be competitively priced and offer ongoing value to HCC. (Please refer to Attachment No. 2)

HCC is an educational institution providing quality learning services across Houston and the surrounding areas. Key objectives are to minimize energy costs across all campuses and to maintain a close working relationship with an electricity supplier and HCC's energy consultant in order to maximize the value received for our energy expenditures.

2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and four (4) copies of the technical proposal and four (4) copies of the price proposal 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, if appropriate:

- Proposal / Award Form (Attachment No. 1)
- Price Proposal (Attachment No. 2)
- Non-Discrimination Statement (Attachment No. 6)
- Certification & Disclosure Statement (Attachment No. 7)
- Affidavit Form (Attachment No. 8)
- Business Questionnaire (Attachment No. 9)
- Conflict of Interest Questionnaire (Attachment No. 12)

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. 08-27  
Attn: Ann Kokx-Templet

### 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 that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
  - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting 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 any resulting 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; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency:
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - Have at least five (5) years of experience serving commercial, industrial or educational electricity customers in the Texas ERCOT market.
  - Be able to serve and support heat rate (index) and fixed priced products.
  - Have a credit rating of at least B+ by S & P (or equivalent). If not applicable, respondent must supply three years of complete and audited financials.
  - Be able to provide electricity service from renewable sources.
  - Have an in-house gas/power trading organization or equivalent capability to support real-time trade executions consistent with contract pricing formula selected.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in Section 3 (c) and as 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.
- e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other vendors.
- f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 14 of this solicitation.
- g. The selected provider will be expected to execute a separate third party fee agreement with Legacy Energy Solutions during contract negotiations and prior to contract award by HCC.

4. **Preparation of Proposal:** This RFP covers a total of sixty-five (65) sites which may be found by reviewing Attachment No. 3. The available details of HCC's sites and historical energy usage and electricity demands may be obtained from HCC through our consultant Legacy Energy Solutions. Prospective offerers wishing to obtain this information or any other information related to this RFP should make their request, in writing, on company letterhead and fax it to HCC's Procurement office at (713) 718-2113 or by email to [ann.kokxtemplet@hccs.edu](mailto:ann.kokxtemplet@hccs.edu) in order to have the electronic files forwarded. Make sure that all contact information is included in the request so the information may be provided timely. HCC's Procurement office will forward a copy of all requests to our utility broker. All requests must be submitted no later than 5:00 PM on June 11, 2008.

Completed proposals submitted in response to this solicitation shall be prepared in two parts; a technical proposal and a price proposal. Each section must include:

- a. **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.
- **Qualifications and Experience of Firm:** Each responding firm's application to participate must include:
  - A statement of expertise and experience.
  - Large commercial and industrial or educational customer references.
  - A copy of the draft agreement applicable and if the firm is amenable to modifications made to the agreement.
  - A description of the firm, including firm's history, size and staff composition.
  - A description of the firm's past and current contracts, which are related to the type of services, required by this solicitation.
  - The firm's ability to provide a safe, reliable and high-quality electricity supply to HCC.
  - Credit references and/or three years of audited financial balance sheets
  - Evidence of at least five (5) years of experience serving commercial, industrial or educational electricity customers in the Texas ERCOT market.
- **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.
- **Demonstrated Transaction Capabilities:** This section must include description of the transaction process for executing gas price locks in conjunction with gas heat rate index pricing structures, demonstrated evidence of performance history of gas heat rate locks over the past three years, and at least three customer references of equivalent size and complexity to HCC, and who have used the heat rate program.
- **Customer Care Approach and Performance:** This section shall include an explanation of the firm's approach and demonstrable performance in the area of customer care and commitment to the customer as well as the ability to attain the Renewable / Green requirements included in this solicitation (see Attachment No. 2).

- b. **Price Proposal and Contract Terms:**

The price proposal and contract terms shall be clearly identified as such in the technical proposal documents.

5. **Technical Inquiries**

All technical questions relating to this RFP should be directed to Ann Kokx-Templet at (713) 718-5158 or via email at [Ann.kokxtemplet@hccs.edu](mailto:Ann.kokxtemplet@hccs.edu).

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:	20%
• Qualifications and experience of personnel:	10%
• Demonstrated transaction capabilities:	30%
• Customer Care Approach & Performance:	15%
• Price proposal:	25%
	<hr/>
	Total: 100%

7. **Contract Award**

Award of a contract, if awarded, will be made to the proposer(s) who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 3 or this solicitation. HCC may award a contract, 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. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposals submitted and documents and consider the proposal for award.

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 determined to waive the requirement 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 this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:
  - [1] Between a potential vendor, subcontractor to vendor, service provider, proposer, 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 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 communication prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

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

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

15. **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.

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. No proposal shall include any costs for taxes to be assessed against HCC.

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.) ("the Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

19. **Appropriated Funds**

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

20. **Conflict of Interest**

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 12, Conflict of Interest Questionnaire Form.**

21. **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.

22. **No Third Party Rights**

This Contract is made for the sole benefit of the HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

23. **Submission Waiver**

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

**ATTACHMENT NO. 1**  
**HOUSTON COMMUNITY COLLEGE**  
**REQUEST FOR PROPOSALS**  
**PROPOSAL/CONTRACT AWARD FORM**

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**PROJECT TITLE: Electricity Supplier**

**PROJECT NO.: 08-27**  
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Name of Proposer/Contractor: \_\_\_\_\_

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

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

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

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

Receipt of Proposal Amendment Number(s): \_\_\_\_\_

-----  
In compliance with the requirements of this Request for Proposals for an Electricity Supplier, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical and Price Proposal dated \_\_\_\_\_ and as mutually agreed upon by subsequent negotiations, if any.

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

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

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

**ACCEPTANCE AND CONTRACT AWARD FORM**

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

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

Project No. 08-27  
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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

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

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

## ATTACHMENT NO. 2

### HOUSTON COMMUNITY COLLEGE REQUEST FOR PROPOSALS

#### PRICE PROPOSAL FOR ELECTRICITY

Based on HCC's load / consumption data and credit information, the proposer shall provide indicative pricing structured in the following manner:

- A. Terms:** The proposer shall indicate pricing for the following possible durations:
- 12 months
  - 24 months
  - 36 months
  - 48 months
  - 60 months
- B. Products:** The proposer shall provide pricing for each of the three (3) pricing models:
1. Heat Rate (Market)
  2. Heat Rate (Fixed @ 8.5)
  3. Fixed Price
- C. Pricing:** The proposer will prepare pricing options for the ESID's included in this RFP for all products and terms that include all associated costs for the supply of energy. Pricing and contract structures are for full requirements supply of electricity.
- D. Start Date:** The date for service to commence through an agreement awarded, if any, from this solicitation is January 1, 2009.
- E. Special Requirements:** The following renewable / green requirements shall be incorporated into the price proposal submitted for this solicitation:
1. **Years 1, 2, and 3** - 5% of annual load needs to be from a qualified renewable source OR offset by Renewable Energy Credits (REC's).
  2. **Years 4 and 5** - 10% of annual load needs to be from a qualified renewable source OR offset by Renewable Energy Credits (REC's).

**ATTACHMENT NO. 3**

**Houston Community College Facilities...June 1, 2008**

Central College	Address	Sq. Ft.	Northeast College	Address	Sq. Ft.
J Don Boney Bldg	1215 Holman St A, 77004	35,000	Automotive Tech. Training Ctr. A	4638 Airline Dr, 77022	53,658
Business Center (BSCC)	1215 Holman St B, 77004	36,680	Automotive Tech. Training Ctr. B	4638 Airline Dr, 77022	18,401
Curriculum Intervention Center	1215 Holman St C, 77004	2,000	Codwell Hall	555 Community College Dr, 77013	76,000
Fine Arts Center	3517 Austin St, 77004	75,000	Northline Mall	401 Northline Mall, 77022	80,500
Fine Arts Parking Structure	3517 Austin St, 77004	N/A	Northline	5001 Fulton	116,700
Heinen Theater	3517 Austin St, 77004	18,000	Pinemont Center	1265 Pinemont Dr, 77018	51,368
J. B. Whitely Bldg.	1301 Alabama St, 77004	102,000	Public Safety Shooting Range	555 Community College Dr, 77013	21,026
J.B. Whitely Parking	Lot 9	N/A	Public Safety Training Tower	555 Community College Dr, 77013	6,950
J.B. Whitely Parking	Lot 8	N/A	Public Safety Burn Building	555 Community College Dr, 77013	3,679
Fine Arts Center	Lot 3, 4 & 5	N/A	Roland Smith Truck Driving Ctr.	555 Community College Dr, 77013	13,000
Fine Arts Center	Lot 7	N/A	External Showers	555 Community College Dr, 77013	480
Refugee Program/Upward Bound	1401 Alabama St, 77004	3,042	Science Building		46,792
San Jacinto Memorial	1300 Holman St, 77004	172,000	HUB Building		90,000
West Wing	1300 Holman St, 77004	60,500	Central Cooling Water Plant		N/A
Science & Learning Hub	1300 Holman St, 77004	120,000			
Staff Instructional Services	3821 Caroline St, 77004	21,800			
Annex	4115 Caroline St, 77004	1,000			
Theater One	3816 Caroline St, 77004	21,900			
Crawford Annex	3412 Crawford St, 77004	1,200			
Willie Gale Hall	1990 W. Airport Blvd, 77004	39,000			
Central Cooling Water Plant	1318 Alabama St, 77004	N/A			
Educational Development Center	3214 Austin St, 77004	40,845			

### Houston Community College Facilities June 1, 2008

Northwest College	Address	Sq. Ft.	Southwest College	Address	Sq. Ft.
Town & Country Ctr.	1010 West Sam Houston Pkwy, 77043	86,869	Alief	13803 Bissonet St, 77072	43,000
Science Building	1080 West Sam Houston Pkwy, 77043	19,417	Applied Technology Ctr. (2 bldgs.)	4010 Bluebonnet Dr, 77477	18,088
Performing Arts Ctr.	1060 West Sam Houston Pkwy, 77043	26,570	Applied Technology Ctr.	4012 Bluebonnet Dr, 77477	
Westgate	1550 Fox Lake Dr, 77084,	108,503	Greenbriar Annex	13645 Murphy Rd, 77477	17,100
Katy Mills	25403 Kingsland Blvd., 77494	8,050	Gulfton Center	5407 Gulfton Dr, 77081	35,500
Southeast College	Address	Sq. Ft.	Missouri City Ctr.	1681 Cartwright Rd, 77459	5,454
Angela Morales Bldg.	6816 Rustic St, 77087	65,000	Scarcella Science & Technology Ctr.	10141 Cash Rd, 77477	75,000
Boiler Room	6815 Rustic St, 77087	750	Stafford Campus (7 bldgs.)	9910 Cash Rd, 77477	57,230
Felix Morales Bldg.	6815 Rustic St, 77087	54,345	West Loop Center	5601 West Loop South, 77081	199,451
Temporary Classrooms (6 bldg)NEW	6815 Rustic St, 77087	2,859	Missouri City Academic Building		48,456
Eastside Annex	2524 Garland St, 77087	25,300	Stafford Learning HUB		120,000
Temporary Classrooms (2 bldgs)OLD	6815 Rustic St, 77087	2,816	Hayes Road	2811 Hayes Rd, 77082	385,000
HUB Building		90,000			
Drennan	222 Milby St, 77003	65,000	System	Address	Sq. Ft.
			System Building	3100 Main St, 77002	531,000
Coleman College	Address	Sq. Ft.	Parking Structure (488,660 sq ft)	3220 Main St, 77002	N/A
Coleman Health Science Center	1900 Galen Dr, 77030	140,000	Warehouse	1102 Delano	40,000
<b>Indicates CIP building</b>					



**ATTACHMENT NO. 4**

**SCOPE OF SERVICES**  
**FOR**  
**ELECTRICITY SUPPLIER**

The contractor shall provide electricity service to all of Houston Community College's sixty-five (65) sites. Any agreement reached through this solicitation shall also include the addition of new facilities as they come on-line for electricity service. A complete listing of all locations has been included as Attachment No. 3. The sites include HCC campuses and various other infrastructure of HCC. HCC has a total of fifty-nine (59) meters in deregulated areas and uses an estimated 60,300,000 kWh per year with an annual peak demand of 17,300 KW.

The date for service to commence through an agreement awarded, if any, from this solicitation is January 1, 2009.

## ATTACHMENT NO. 5 GENERAL TERMS AND CONDITIONS

**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. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders, a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 5, the applicable requirements and provisions of the proposal, and other provisions required by HCC shall be included in any resulting contract.

**2. Contract Term**

The contract term for contract(s) awarded resulting from this solicitation, if any, will be as negotiated, at HCC's sole discretion, not to exceed sixty (60) months, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the resulting contract. All contract renewal or extensions may be subject to approval by the Board of Trustees.

**3. 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.

**4. Compliance with Laws**

The selected contractor shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the selected 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. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.

**6. 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.

**7. 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.

**8. 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.

**9. 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 proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC solicitations, proposal awards, orders and contracts.

**10. 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.

**11. 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 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.

**12. Small Business Compliance**

The contract shall require the 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.

**13. 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.

**14. 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 the cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

**15. Insurance Requirements**

The Contractor agrees to comply with the insurance requirements contained in Exhibit E.

**16. 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, extracontractual, 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.

**17. 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 contractor's employees shall be paid by the contractor; that 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

**18. 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.

**19. 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 (11<sup>th</sup> Floor)  
3100 Main Street  
Houston, Texas 77002  
ATTN: Executive Director, Procurement Operations

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

**20. Invoicing and Payment**

The contractor shall submit an original invoice to the address shown below, with a copy to Legacy Energy Solutions, 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. 08-27 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.

**21. 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 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 comes first. HCC's fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

**22. 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. This contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

**ATTACHMENT NO. 6**

**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. 7**

**CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

If a business entity: YES or NO

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

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

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

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 Texas**

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

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_

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

**ATTACHMENT NO. 8**

**AFFIDAVIT FORM**

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 \_\_\_\_\_, \_\_\_\_\_,  
(City) (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_

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



**ATTACHMENT NO. 9**  
**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 Houston Community College? \_\_\_\_\_ 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 Proposals? \_\_\_\_\_

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, Voice of Asia, African American News, etc.) Houston Minority Business Council, HCC Website, Chamber of Commerce, etc.)*



## ATTACHMENT NO. 10

### VENDOR APPLICATION INSTRUCTIONS

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

Please take a moment to go to the Houston Community College Procurement Operations department website and register as a vendor. The website address to access the vendor registration form is [http://hccs.aecglobal.com/Supplier\\_Registration\\_Form.asp](http://hccs.aecglobal.com/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 proposal 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.

## ATTACHMENT NO. 11 INSURANCE REQUIREMENTS

The insurance coverage and limits listed below are the minimum limits that the contractor / vendor is required to carry:

**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
---------------------------------	-------------

**3. Workers Compensation:**

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

**4. Professional Liability:** \$1,000,000 CSL

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation
- HCC be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law)
- Waiver of Subrogation added by endorsement on all policies

A Certificate of Insurance shall be furnished to HCC Risk Management Office, PO Box 667517, Houston, TX 77266, fax# (713) 718-2113 indicating the limits and coverages as outlined above within 15 calendar days after receipt of a written purchase order, or some other duly executed contract document, issued by HCC.

**ATTACHMENT NO. 12**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p><b>For vendor or other person doing business with local governmental entity</b></p>	<p><b>FORM CIQ</b></p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p align="center"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

Adopted 06/29/2007



**procurement  
operations**

**Sample Contract Documents**

**By and Between**

**Houston Community College**

**And**

---

**For**

**Electricity Supplier**

**Project No. 08-27**

## **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 PRICING**

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

### **EXHIBIT C SCOPE OF SERVICES**

Note: (Attachment No. 4 of this solicitation may become Exhibit C in the resulting contract.)

### **EXHIBIT D GENERAL TERMS AND CONDITIONS**

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

### **EXHIBIT E INSURANCE REQUIREMENTS**

Note: (Attachment No. 11 of this solicitation may become Exhibit E in the resulting contract.)