



## **Procurement Operations**

**Request for Proposals (RFP)**

**For**

**Project Name: Off-Site Records  
Management and Destruction  
Services**

**Project No. 11-18**

# REQUEST FOR PROPOSALS

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**HOUSTON COMMUNITY COLLEGE**

**REQUEST FOR PROPOSALS – SUMMARY**

**Date: November 22, 2010**

**Project Title: Off-Site Records Management and Destruction Services**

**Project No.: 11-18**

.....  
**ISSUED BY:**

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

**SUBMIT INQUIRES TO:**

Name: Wanda Pleasant  
Title: Buyer  
Telephone: (713) 718-5319  
Fax: (713) 718-2113  
Email: wanda.pleasant@hccs.edu  
.....

**Project Overview:**

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Off-Site Records Management and Destruction Services. We have seventeen (17) campus locations and the administration building which is located at 3100 Main St., Houston, TX 77002. These locations cover Central, Northeast, Northwest, Southeast and Southwest Houston. The services needed include; storage of records, pick-up and delivery of records upon request, secure destruction of records upon request, providing destruction bins and consoles to HCC locations to include pick-up and destruction of collected materials.

**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. 3.

**Pre-Proposal Meeting:**

A pre-proposal meeting will be held in the Procurement Operations department, 3100 Main Street (11<sup>th</sup> Floor, Room #11A07) Houston, Texas 77002 on December 2, 2010 at 10:00 AM (local time).

**Proposal Due Date/Time:**

HCC will accept sealed proposals in original form to provide the required Off-Site Records Management and Destruction Services until 3:00 PM (local time) on Tuesday, December 7, 2010. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11<sup>th</sup> Floor, Room 11A06), Houston, Texas 77002.

**Contract Term:**

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) 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**

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Off-Site Records Management and Destruction Services in accordance with the Scope of Services contained in this solicitation (Attachment No. 3).

### **2. Proposal Submittal**

Proposer(s) shall submit one (1) original and five (5) copies of the technical and price proposals 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 /Contract Award Form (Attachment No. 1)
- Schedule of Items and Prices (Attachment No. 2)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) **\*\*\* Mail separately**
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)
- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Vendor Application Instructions (Attachment No. 14)
- Insurance Requirements (Attachment No. 15)
- Conflict of Interest Questionnaire (Attachment No. 16)
- Disclosures Financial Interests and Potential Conflicts of Interests (Attachment No. 17)

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. 11-18, Off-Site Records Management and Destruction Services  
Attn: Wanda Pleasant, 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 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; and,
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 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 bidders.
- 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 13 of this solicitation

#### 4. **Preparation of Proposal**

##### **a. Technical Proposal:**

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

- **Cover letter:** The cover letter shall not to exceed two (2) pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes "key" staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer's commitment to utilize HCC students in an internship capacity with the firm. Provide a detailed plan for transition of HCC records to new storage facility. Provide location/address of the facility where HCC records will be stored.

- **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.
- **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.
- **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.

**b. Price Proposal:**

The price proposal shall be clearly identified as such in the technical proposal documents. (Refer to Attachment No. 2, Schedule of Items and Prices).

**5. 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:

<u>FACTOR</u>	<u>Percentage Weight</u>
✓ Project Understanding and Management:	35 %
✓ Qualifications and Experience of Firm:	25 %
✓ Qualifications and Experience of Personnel:	20 %
✓ Price Proposal:	20 %
<b>TOTAL:</b>	<b>100 %</b>

**6. Contract Award**

Award of a contract, if awarded, will be made to the proposer 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 proposal documents submitted and consider the proposal for award.

**7. 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.

8. **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.

9. **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 Effort of the total amount of the proposal 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.

10. **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.

11. **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.

12. **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.

13. **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 from the day the solicitation is first advertised through the day the contract documents are signed by all parties. During this period, no HCC Trustee and no Vendor Shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

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.

14. **Drug Policy**

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

15. **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.

16. **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.

17. **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.

18. **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<sup>st</sup> and ends on August 31<sup>st</sup>.

19. **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 Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 16, Conflict of Interest Questionnaire Form, and Attachment No. 17, Disclosures – Financial Interest and Potential Conflict of interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract. **Note:** The Proposer shall sign and complete Attachment Nos. 16 and 17. Enter N/A for areas on the forms that are not applicable to your firm. Failure to complete and sign the Attachments may render your proposal non-responsive

20. **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.

21. **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.

22. **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 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.

**HOUSTON COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS  
PROPOSAL/CONTRACT AWARD FORM**

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**PROJECT TITLE: Off-Site Records Management and Destruction Services**

**PROJECT NO.: 11-18**

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Name of Proposer/Contractor:

Address:

Telephone Number:

Fax Number:

E-mail Address:

Receipt of Proposal Amendment Numbers: \_\_\_\_\_

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In compliance with the requirements of this Request for Proposals for Off-Site Records Management and Destruction Services, 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 (Printed or Typed): \_\_\_\_\_

Title (Printed or Typed): \_\_\_\_\_

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

**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. \_\_\_\_\_

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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 \_\_\_\_\_, 201█

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

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

**ATTACHMENT NO. 2  
SCHEDULE OF ITEMS AND PRICES  
FOR  
OFF-SITE RECORDS MANAGEMENT AND DESTRUCTION SERVICES**

The Proposer shall furnish all resources and services necessary and required to provide Off-Site Records Management and Destruction Services, in accordance with the scope of services, and the general terms and conditions of the sample contract documents for the price(s) listed below.

<b>Item No.</b>	<b>Description of Work/Item(s)</b>	<b>Estimated Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>A.</b>	<b><u>RECORDS COLLECTION AND STORAGE SERVICES</u></b>				
<b>001</b>	<b>Transition and Uplift Services Upon Initiation of Contract (Transportation Transfer) Include estimated timeline</b>	<b>5,800</b>	<b>Box</b>	<b>\$_____ (Per Box)</b>	<b>\$_____</b>
<b>002</b>	<b>Recurring Off-Site Storage of Boxes (Estimated number of boxes: 5,800 @_____ (per box per month), Size 1.25 letter/legal size.</b>	<b>12</b>	<b>Mos</b>	<b>\$_____</b>	<b>\$_____</b>
<b>B.</b>	<b><u>REGULAR DELIVERY SERVICES (WITHIN 24 HOURS)</u></b>				
<b>001</b>	<b>Regular Delivery Fee</b>	<b>156</b>	<b>Trips</b>	<b>\$_____ (Per Trip)</b>	<b>\$_____</b>
<b>C.</b>	<b><u>FILE RETRIEVAL SERVICES:</u></b>				
<b>001</b>	<b>File Retrieval Services</b>	<b>200</b>	<b>File</b>	<b>\$_____ (Per File)</b>	<b>\$_____</b>
<b>002</b>	<b>Box Retrieval Services</b>	<b>200</b>	<b>Box</b>	<b>\$_____ (Per Box)</b>	<b>\$_____</b>
<b>003</b>	<b>Re-file File Services</b>	<b>100</b>	<b>File</b>	<b>\$_____ (Per File)</b>	<b>\$_____</b>
<b>004</b>	<b>Re-file Box Services</b>	<b>100</b>	<b>Box</b>	<b>\$_____ (Per Box)</b>	<b>\$_____</b>

**SCHEDULE OF ITEMS AND PRICES  
FOR  
OFF-SITE RECORDS MANAGEMENT AND DESTRUCTION SERVICES  
PROJECT NUMBER 11-18**

<b>Item No.</b>	<b>Description of Work/Item(s)</b>	<b>Estimated Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>D.</b>	<b>RUSH DELIVERY SERVICES (WITHIN 3 HOURS NOTICE)</b>				
<b>001</b>	<b>Rush Delivery Fee</b>	<b>60</b>	<b>Trip</b>	<b>\$_____ (Per Trip)</b>	<b>\$_____</b>
<b>002</b>	<b>Rush File Retrieval</b>	<b>30</b>	<b>File</b>	<b>\$_____ (Per File)</b>	<b>\$_____</b>
<b>003</b>	<b>Rush Box Retrieval</b>	<b>30</b>	<b>Box</b>	<b>\$_____ (Per Box)</b>	<b>\$_____</b>
<b>E.</b>	<b>DOCUMENT DESTRUCTION SERVICES:</b>				
<b>001</b>	<b>Document Destruction Charge (Includes Handling)</b>	<b>700</b>	<b>Box</b>	<b>\$_____ (Per Box)</b>	<b>\$_____</b>
<b>002</b>	<b>Charges for Permanent Removal of Material.</b>	<b>1</b>	<b>Job</b>	<b>\$_____ (Per Box)</b>	<b>\$_____</b>
<b>003</b>	<b>Issuance of Destruction Certificate.</b>	<b>1</b>	<b>Ea</b>	<b>\$_____ (Per Bin)</b>	<b>\$_____</b>
<b>F.</b>	<b>Lease of Bins &amp; Consoles and Pick-up &amp; Destructions Services.</b>				
<b>001</b>	<b>Lease of Secured Bins (size: 64 gallon) Quantity: 40</b>	<b>36</b>	<b>Mth</b>	<b>\$_____ (Per mth)</b>	<b>\$_____</b>
<b>002</b>	<b>Lease of Consoles (size: 22.75"W X 35.5"H X 15.75"D) Quantity: 20</b>	<b>36</b>	<b>Mth</b>	<b>\$_____ (per mth)</b>	<b>\$_____</b>
<b>003</b>	<b>Pick-up and Destruction of materials in Secured Bins &amp; Consoles. Quantity: 60</b>	<b>36</b>	<b>Mth</b>	<b>\$_____ (Per mth)</b>	<b>\$_____</b>

**Total Proposed Price (Items A - F): \$\_\_\_\_\_**

**ATTACHMENT NO. 3  
SCOPE OF SERVICES  
FOR  
OFF-SITE RECORDS MANAGEMENT AND DESTRUCTION SERVICES**

**I. Scope**

This Scope of Service covers the requirements for the Contractor to provide all necessary resources to perform Off-Site Records Management and Destruction Services for Houston Community College (HCC). It may include, but is not limited to, the services specified herein.

**II. Contractor's Facilities Visits**

HCC reserves the right to visit the facility where the documents are being retained at any time during normal business hours, without interference of the Contractor daily operations.

**III. Records Storage**

The Contractor shall provide secure off-site storage for HCC documents and be able to provide enough physical capacity for approximately 5,800 letter/legal size boxes upon initiation of the contract. The Contractor shall be able to accommodate additional boxes during the contract period. The Contractor shall accommodate the additional boxes at the existing rates specified in the Schedule of Items and Prices of the Contract.

The Contractor shall store HCC records (boxes and/or files) at its facility located in the Houston, Texas Metropolitan area.

**IV. Records Pick Up and Deliveries**

The Contractor shall accept and respond to delivery and pick up requests from authorized HCC staff. The contractor shall deliver the HCC files during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, excluding HCC holidays.

Requests for delivery of files placed before 4:00 p.m. shall be picked up and/or delivered by the next business day. Requests for rush delivery shall be delivered within three (3) hours. Multiple orders are to be combined whenever possible. When requests are combined, HCC shall only pay one (1) trip charge.

In the event of an emergency, the contractor shall be able to provide services after hours and during the period of the emergency.

All pickups and/or deliveries are to be made to the HCC Administration Building, Records and Retention Office, Room BD24, located in the basement at 3100 Main, Houston, Texas 77002 unless a different delivery or pick-up point is requested by authorized HCC staff.

**V. Transition Services**

Upon initiation of the contract, the Contractor shall assume full responsibility for the transfer of all HCC records to the new storage facility. This includes new bar coding, labeling, data entry, and inventory of the boxes to be stored at the new facility. The contractor shall also enter the HCC bar code in conjunction with the contractor bar code.



The Contractor shall replace boxes damaged during transfer to the new facility, at no cost to HCC. In the event such damage occurs, the contractor shall provide a report to HCC detailing which box(es) were damaged and replaced.

Upon completion of the transfer, the Contractor shall provide HCC an inventory report of the boxes moved and numbers assigned upon entry to the Contractor's facility.

**VI. Permanent Removal or Destruction**

HCC may require the permanent removal or destruction of specified boxes stored within the Contractor's facility. The Contractor shall provide for the permanent removal back to the care of HCC and shall remove that item(s) from the monthly invoices for storage.

The Contractor shall have the ability to accomplish certified destruction of materials stored at its facility. The certified destruction shall be performed by shredding down to at least the industry standards 5/16<sup>th</sup> of an inch.

The Contractor shall provide to HCC a certificate of destruction documenting the box(es) destroyed. No destruction is permitted without the written authorization of the HCC Records Management Officer otherwise known as the Manager of Records and Retention.

**VII. Destruction Bins, Consoles, and Monthly Servicing**

The Contractor shall provide monthly services for bins including destruction of the materials inside the bins and consoles. All bins and consoles should be equipped with a key lock. These bins and consoles shall remain locked until such time as destruction occurs. The Contractor shall provide bar-coding for tracking and monitoring of the bins and consoles while in transit to its storage facility.

**VIII. Inventory Tracking System**

The Contractor shall maintain an accurate, bar-coded and computer-based inventory tracking system. The computerized system must be web enabled, with adequate security, to provide Internet access to the information by authorized HCC users.

At a minimum, this system must identify each stored HCC box by the bar-code assigned by the Contractor and including the HCC bar-code, whether the box is (checked in/checked out). Essential data fields include: box number, bar-code, box size, location in storage, in/out status, and box history (dates of check out and check in).

The inventory tracking process shall include appropriate logs and receipts for pickup and delivery of the individual boxes for verification and audit purposes. Logs and receipts will be made available to HCC upon request.

The inventory status must be updated within 24 hours of activity.

**IX. Reporting**

The Contractor shall provide the following monthly reports to HCC:

- Number of boxes/files delivered, including the time the request for delivery was made;
- Number of boxes/files retrieved and re-filed during the month;
- A list of all documents signed out of the facility by HCC personnel;
- A list of all documents which have been signed out of the facility over a 30-day period by HCC;
- List of all documents that are destroyed, the requestor and date of destruction.

The contractor shall submit these reports to the Manager of Records and Retention with a copy to the Procurement Operations Buyer.

**X. Secure Storage and Facility Standards**

The Contractor's storage facilities shall provide a level of protection consistent with industry standards. The contractor's storage facility shall be constructed with secure loading and unloading areas. Floors shall be at or above ground level to assure dry storage. Walls surrounding the record storage area shall be four (4) hour fire resistant. Roof shall be of non-combustible construction and leak proof.

The Contractor's records storage facility shall meet all applicable and current requirements of the National Fire Protection Association as well as other applicable codes.

The Contractor shall provide a climate controlled storage area. This area should maintain a constant temperature of 70° F ± 2 ° F. The relative humidity (RH) should be 45% ± 5%. The climate control equipment should not be turned off or thermostat settings adjusted during nights, weekends and holidays. The contractor shall have a back-up power system in all facilities housing HCC records.

Storage facilities shall not house any hazardous material. Storage facilities shall not be located within a flood area or risk exposure from external hazards.

The Contractor shall be responsible for security of all storage facilities housing HCC records. Storage facilities must be equipped with an intrusion alarm system that is monitored 24 hours per day, including weekends and holidays.

The Contractor shall provide adequate storage capacity to meet both the current and future needs of HCC. The contractor is responsible for all HCC contents stored in the contractor's storage facility. The contractor shall provide a written disaster and recovery plan for any catastrophic occurrences including but not limited to hurricane, tornado, earthquake, flood, fire, etc. The contractor is responsible for recovery from any catastrophic occurrences, including but not limited to fire, damage or theft, as well as any associated costs. The contractor shall carry the appropriate insurance and provide proof thereof to HCC.

The Contractor's storage facility must be properly shelved, fully secured, and equipped with motion, smoke, and heat detectors/alarms to prevent loss from theft and fire. The facility shall be constructed and equipped with fire safety systems as required by the International Fire Code and other applicable codes.

The Contractor shall provide proof to HCC of semi-annual treatment and/or inspection for rodent and insect protection.

**XI. Transportation Requirements**

The Contractor shall provide transportation designed for the transport of confidential records. These vehicles should have an anti-theft device and shall remain locked at all times when transporting any HCC document, destruction bin, or any other material belonging to HCC. All vehicles should be equipped with a fire extinguisher.

**XII. Confidentiality and Publicity**

The Contractor shall maintain complete confidentiality of all records received from HCC. The Contractor will neither use or disclose information contained in HCC records to anyone other than employees of HCC requiring the information to perform services under this contract without the written consent of the HCC Records Management Office otherwise known as the Manager of

Records and Retention.

**XIII. Background Checks**

Background checks are required for all of the Contractor's employees that will collect, store and/or destroy HCC documents. Evidence of such background checks shall be provided to HCC upon written request.

## **ATTACHMENT NO. 4 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, and other duly executed documents. The general terms and conditions in this Attachment No. 4, 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 will be three (3) years, at HCC's sole discretion, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of the contract.

**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 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 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 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 contractor further shall agree to enter into agreements for the Work identified in Attachment No. 8 of the solicitation, entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

For this Contract, HCC has established **Best Effort** of the total contract amount as the small business participation goal.

**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 Attachment No. 15.

**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, extra contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors and employees in the performance of the contract.

**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> Fl)  
3100 Main St  
Houston, TX 77002  
ATTN: Executive Director, Procurement Operations

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

**20. Invoicing and Payment**

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

Houston Community College  
Accounts Payable  
P.O. Box 667460  
Houston, Texas 77266-7460  
Reference Project No. 11-18 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. 5  
DETERMINATION OF GOOD FAITH EFFORT**

<b>PROPOSER NAME</b>	<b>FULL TITLE</b>
<b>COMPANY NAME</b>	<b>FULL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>CITY</b> <span style="float: right;"><b>STATE</b> <b>ZIP</b></span>
<b>FAX NUMBER</b>	<b>E-MAIL ADDRESS</b>

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

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

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

<b>PRINT NAME OF PROPOSER</b>	<b>TITLE</b>
<b>SIGNATURE OF PROPOSER</b>	<b>DATE</b>



**ATTACHMENT NO. 6  
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
 (Name) (Title)  
 \_\_\_\_\_, certify that on the date(s) shown, the small businesses listed herein were  
 (Name of proposer's company) contacted to solicit Proposals for Materials or Services to be used on Project No. \_\_\_\_\_

DATE CONTACTED	SMALL BUSINESS Name	TELEPH ONE 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 am unable to commit to awarding subcontract(s) or supply order(s) to the small business listed above.

***NOTE: This form to be submitted with all Proposal documents for waiver of small business participation. (See Instructions to Proposers)***

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

## ATTACHMENT NO. 7 SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE

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

**Houston Community College  
Office of Compliance  
PO Box 667517  
Houston, TX 77266-7517  
Ref: HCC Project  
No.:** \_\_\_\_\_

FIRM NAME:	FIRM ADDRESS:
TELEPHONE NUMBER:	FAX NUMBER:
EMAIL ADDRESS:	OTHER INFO:
CONTACT PERSON'S NAME:	CONTACT PERSON'S PHONE NO:
SIGNATURE OF FIRMS 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>
_____ African American (AA)	_____ Male	_____ Houston (H)
_____ Asian Pacific American (APA)	_____ Female	_____ Texas (T)
_____ Caucasian (C)		_____ Out of State (O)
_____ Hispanic American (HA)		Specify State
_____ Native American (NA)		
_____ Other (Specify): _____		_____ Public Owned (PO)

**BUSINESS CLASSIFICATION**

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

**PLEASE PROVIDE INFORMATION REGARDING CERTIFYING AGENCY (IF ANY):**

<u>NAME OF AGENCY</u>	<u>CERTIFICATE NUMBER</u>	<u>EXPIRATION DATE</u>

## ATTACHMENT NO. 8 CONTRACTOR & SUBCONTRACTOR PARTICIPATION FORM

*BIDDERS/OFFERER PRESENTS THE FOLLOWING PARTICIPANTS IN THIS SOLICITATION AND ANY RESULTING CONTRACT. ALL BIDDERS/OFFERORS, INCLUDING SMALL BUSINESSES SUBMITTING PROPOSALS AS PRIME CONTRACTORS, ARE REQUIRED TO DEMONSTRATE GOOD FAITH EFFORTS TO INCLUDE SMALL BUSINESS IN THEIR PROPOSAL SUBMISSIONS AS SUBCONTRACTORS.*

PRIME CONTRACTOR	TYPE OF WORK TO BE PERFORMED	INDICATE IF SMALL BUSINESS DBE/HUB/MBE,ETC.	PERCENTAGE OF CONTRACT EFFORT	PRICE \$
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME/TELEPHONE #: _____ E-MAIL ADDRESS: _____				
<b>SMALL BUSINESS SUBCONTRACTOR(S)/ ATTACH SEPARATE SHEET IF NEEDED</b>				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME/TELEPHONE #: _____ E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME/TELEPHONE #: _____ E-MAIL ADDRESS: _____				
<b>SUPPLIER(S)/ ATTACH SEPARATE SHEET IF NEEDED</b>				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME/TELEPHONE #: _____ E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME/TELEPHONE #: _____ E-MAIL ADDRESS: _____				

**BUSINESS NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**SUBMITTED BY:** \_\_\_\_\_  
**TELEPHONE/FAX:** \_\_\_\_\_  
**E-MAIL ADDRESS:** \_\_\_\_\_  
**DATE SUBMITTED:** \_\_\_\_\_

**THE FOLLOWING IS A DISTRIBUTION OF THE TOTAL CONTRACT AMOUNT OF:** \_\_\_\_\_  
**PRIME CONTRACTOR AMOUNT:** \_\_\_\_\_  
**SUBCONTRACTOR(S) AMOUNT:** \_\_\_\_\_  
**SUPPLIER(S) AMOUNT:** \_\_\_\_\_

**ATTACHMENT NO. 9  
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.

---

**PRINTED OR TYPED NAME**

---

**FULL TITLE**

---

**COMPANY NAME (TYPE OR PRINT)**

---

**STREET ADDRESS**

---

**CITY                      STATE              ZIP**

---

**PHONE NUMBER**

---

**FAX NUMBER**

---

**E-MAIL ADDRESS**

---

**SIGNATURE**

---

**DATE**

**ATTACHMENT NO. 10  
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 \_\_\_\_\_, 2010

\_\_\_\_\_

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

**ATTACHMENT NO. 11  
AFFIDAVIT FORM**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

**PERSONALLY** came and appeared before me, the undersigned Notary, the within person who is named \_\_\_\_\_, who is a resident of \_\_\_\_\_ County, State of \_\_\_\_\_, and makes this his/her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

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: \_\_\_\_\_

**DATED** this the \_\_\_\_\_ day of \_\_\_\_\_, 20XX

\_\_\_\_\_  
Signature of Affiant

**State of Texas**

Sworn to and subscribed before me at \_\_\_\_\_  
City, State

this the \_\_\_\_\_ day of \_\_\_\_\_, 20XX

\_\_\_\_\_  
**NOTARY PUBLIC**

for the State of: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**ATTACHMENT NO. 12  
BUSINESS QUESTIONNAIRE**

**ABOUT YOUR COMPANY**

Your Company Name: \_\_\_\_\_

Business Activity: \_\_\_\_\_

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

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

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

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

Your Name and Your Position: \_\_\_\_\_

Contact Person's Name & Phone Number: \_\_\_\_\_

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

Which state is your office/headquarters located? \_\_\_\_\_

If the headquarters is out of state, does that state have preferential treatment on Bids?     Yes (If yes, list percentage \_\_\_\_\_%)     No

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

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

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

**SOURCE OF PROCUREMENT**

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

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

**ORGANIZATIONAL STRUCTURE**

Please indicate the business structure of your organization:

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

\_\_\_\_\_ Partnership      \_\_\_\_\_ Limited Liability Co. (LLC)      \_\_\_\_\_ Corporation,      Incorporated in \_\_\_\_\_

\_\_\_\_\_ Limited Partnership      \_\_\_\_\_ Limited Liability Partnership (LLP)

Federal Employer Identification Number: \_\_\_\_\_

(Note: Please refer to Attachment No. XX, Vendor Application Instructions)

Social Security Number, if an individual: \_\_\_\_\_

How long have you been in business under the present name? \_\_\_\_\_

Number of persons now employed: \_\_\_\_\_

**BUSINESS CERTIFICATION & ENTERPRISE STATUS**

Please indicate the certification and enterprise status of your business:

<p>_____ <b>[DBE]</b> Disadvantaged Business Enterprise</p> <p>_____ <b>[WBE]</b> Women Owned Business Enterprise</p> <p>_____ <b>[HUB]</b> Historically Underutilized Business</p> <p>_____ <b>[WOSB]</b> Women-Owned Small Business</p>	<p>_____ <b>[SB]</b> Small Business</p> <p>_____ <b>[FB]</b> Foreign Business</p> <p>_____ <b>[MBE]</b> Minority Owned Business</p> <p>_____ <b>Other:</b> _____</p>
---	--

*\*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 (3) 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.

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

**STATE OF ~~XXXXXX~~NOTARY**

Sworn and subscribed before me at \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20XX  
City and State
Day
Month
Year

Signed:

Notary Public: \_\_\_\_\_

For the State of: \_\_\_\_\_

Affix Notary Seal:

***Dear Participant,***  
***The Procurement Operations Department is asking you to complete our questionnaire. These questions are about the RFP/IFB process and consist of multiple parts: Information about your company, organizational structure, classification, references and notary requirements. Please type or print all requested information in its entirety.***

***Thank you for your participation!***



**ATTACHMENT NO. 13  
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 EQUALS (=) \_\_\_\_\_ %**

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

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the Proposer may be subject to the loss of the contract or the termination thereof resulting from this proposal and could be ineligible for future HCC contract awards.

<b>FIRM NAME</b>	<b>STREET ADDRESS</b>
<b>TELEPHONE NUMBER</b>	<b>CITY</b> <b>STATE</b> <b>ZIP</b>
<b>FAX NUMBER</b>	<b>E-MAIL ADDRESS</b>
<b>SIGNATURE OF REPRESENTATIVE</b>	<b>TITLE</b>
<b>PRINT NAME OF REPRESENTATIVE</b>	<b>DATE</b>

## **ATTACHMENT NO. 14 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 [Contract Compliance & Small Business Program/ Registration for all Potential HCC Vendors](#).

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. 15  
INSURANCE REQUIREMENTS**

The following insurance coverage and limits listed herein are the minimum that the Contractor/Vendor is required to carry during performance of the contract for:

Project Title: Off-Site Records Management and Destruction Services  
Project Number: 11-18

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

A. Occurrence/Personal Injury/Advertising		
B. Products / Completed Operations	\$1,000,000.00	CSL
C. Annual Aggregate	\$2,000,000.00	CSL
D. Products Aggregate	\$2,000,000.00	CSL
E. Fire, Lightning or Explosion	\$1,000,000.00	CSL
F. Medical Expense	\$5,000.00	Per person

**2. Automobile Liability:**

Bodily Injury/Property Damage	\$1,000,000.00	CSL
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**3. Workers' Compensation**

Part A - Statutory		
Part B -	\$1,000,000.00	Each Accident
	\$1,000,000.00	Policy Limits
	\$1,000,000.00	Each Employee

**4. Endorsements**

The following endorsements and other stated information is required on the original certificate of insurance:

- A. 90-Day Notice of Cancellation;
- B. Houston Community College (HCC) to be named as Additional Insured on all policies except Workers' Compensation;
- C. Waiver of Subrogation on all policies;
- D. The assigned project number and/or purchase order number.

**5. Submission of Certificate of Insurance:**

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to HCC within **fourteen (14)** calendar days of the HCC Board of Trustees approval of the contract award. The Contract will not be awarded until after receipt of the proper certificate of insurance.

Mail the original certificate of insurance to:

ATTN: Wanda Pleasant  
Procurement Operations  
Houston Community College  
PO Box 667517 (MC 1118)  
Houston, TX 77266-7517

**Note:** CSL denotes "Combined Single Limit"

**ATTACHMENT NO. 16  
(IF NOT APPLICABLE PLEASE INDICATE SO, SIGN AND DATE)**

**NAME OF VENDOR:** \_\_\_\_\_

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a). 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 178.006, Local Government Code. A person commits an offense if the person knowingly violates Section 178.006, 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. (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 178.001(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="right">_____</p> <p align="right">Date</p>	

**ATTACHMENT 17  
DISCLOSURES FINANCIAL INTERESTS AND  
POTENTIAL CONFLICTS OF INTERESTS**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 through 3 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of System-wide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

**Houston Community College  
Attn: Procurement  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, TX 77002**

With a copy to:

**Houston Community College  
Attn: Office of System-wide Compliance, Compliance Officers  
3100 Main. Street (12<sup>th</sup> Floor)  
Houston, TX 77002**

This requirement applies to contracts with a value exceeding \$50,000.

**Section 1 - Disclosure of Financial Interest in the Vendor**

**a.** If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

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

- Ownership interest exceeding 10% (\_\_\_\_)  
Ownership interest exceeding \$15,000 or more of the fair market value of vendor (\_\_\_\_)  
Distributive Income Share from Vendor exceeding 10% of individual's gross income (\_\_\_\_)  
Real property interest with fair market value of at least \$2,500 (\_\_\_\_)  
Person related to or married to individual has ownership or real property interest in Vendor (\_\_\_\_)  
No individuals have any of the above financial interests (\_\_\_\_)  
(If none, go to Section 4)

**b.** For each individual named above, show the type of ownership/distributable income share:  
sole proprietorship \_\_\_ stock \_\_\_ partnership \_\_\_\_  
other (explain) \_\_\_\_\_

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (\_\_\_).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership \_\_\_\_\_%, or  
the value of the ownership interest \$\_\_\_\_\_.

**Section 2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous eighteen (18) months, including but not limited to contractual employment for services for vendor.

Yes \_\_\_ No \_\_\_

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b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous eighteen (18) months.

Yes \_\_\_ No \_\_\_

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**Section 3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_ No \_\_\_

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b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_ No \_\_\_

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This disclosure is submitted on behalf of

\_\_\_\_\_  
(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

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

**AFFIX NOTARY SEAL ABOVE**

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

**"NOTE: RESPONDENT MUST COMPLETE THE ABOVE "DISCLOSURE OF FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713)718-8233 or 8295.



**procurement  
operations**

**Sample Contract Documents**

**By and Between**

**Houston Community College**

**And**

\_\_\_\_\_

**For**

\_\_\_\_\_

**Project No. 11-18**



## **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 SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

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

### **EXHIBIT F INSURANCE REQUIREMENTS**

Note: (Attachment No. 15 of this solicitation may become Exhibit F in the resulting contract.)

### **EXHIBIT G SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATION**

### **EXHIBIT H PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

**EXHIBIT G**  
**HOUSTON COMMUNITY COLLEGE**  
**SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM**

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

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

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

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

I hereby certify that the above firm has received payment on \_\_\_\_\_ from \_\_\_\_\_ -  
**(Date)** **(Prime Contractor)**

In the amount of \$\_\_\_\_\_ as full payment of our Invoice No. \_\_\_\_\_ dated \_\_\_\_\_

for work performed during \_\_\_\_\_ under Contract/Project No. \_\_\_\_\_  
**(Enter Time Period)**

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

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

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

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

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

**EXHIBIT H  
HOUSTON COMMUNITY COLLEGE  
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

**Project No./Title:** 11-18 /Off-Site Records Management and Destruction Services

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

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

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

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

<b>List Subcontractor(s) name below</b>	<b>Total Subcontract Amount</b>	<b>Amount Paid This Period</b>	<b>Total Paid to Date</b>
	\$	\$	\$

I hereby certify that \_\_\_\_\_ has made timely payments from proceeds of prior payments, and will  
(Prime Contractor)

make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

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

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

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

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

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