

HOUSTON COMMUNITY COLLEGE
REQUEST FOR QUOTATION

HCC: Q19-30

Due Date: Friday, April 05, 2019@ 10:00am CST

Title: Video Podcast Recording Studio

ISSUED BY:

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

SUBMIT INQUIRIES TO:

Name: Yasmeen Hasan
Title: Buyer
Telephone: (713) 718-6217
Email: Yasmeen.hasan@hccs.edu
hcc.bids@hccs.edu

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

1. Instruction

- 1.1 Complete, sign and return **Attachment No. 1, Quotation Form, Attachment No. 2 Bidder Certifications, Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ) and Attachment No. 4, Financial Interests and Potential Conflicts of Interest.**
- 1.2 Bid/Quotation and the prices quoted therein must remain firm for acceptance for a period of sixty (60) days.
- 1.3 All items shall be quoted F.O.B. Destination, Full Freight Pre-Paid and Allowed.
- 1.4 Bids/Quotations may be submitted via email or hard copies delivered to Procurement Officer identified in the solicitation.
- 1.5 HCC's General Terms and Conditions of Purchase Order dated February 9, 2018, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [General-Terms-and-Conditions-of-Purchase-Orders](#).
- 1.6 Specifications
 - 1.6.1 Any catalog, brand name or manufacturers' reference used in this request is descriptive only (not restrictive) and is to indicate type and quality desired. Quotations of like nature and quality will be considered unless advertised as a Brand Name Only Specification.
 - 1.6.2 If bidding/proposing other than the brand names or manufacturers referenced product literature and technical data sheets must accompany your bid/Quotation response.
- 1.7 If you wish not to quote, please sign, return the attached bid/Quotation form, and include the words "No-Quote."
- 1.8 Please include a copy of your company's W-9.

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2. Vendor Selection

Except as provided by the Texas Education Code, Subchapter B, in determining to whom to award a contract, the District shall consider:

1. The purchase price;
2. The reputation of the vendor and of the vendor's good or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet with the College's needs;
5. The vendor's past relationship with the College;
6. The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses;
7. The total long-term cost to the College to acquire the vendor's goods or services;
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. Has its principal place of business in this state; or
 - b. Employs at least 500 persons in this state; and
9. Any other relevant factor specifically listed in the request for quotation.

This section does not apply to a contract for professional services rendered, including services of an architect, attorney, certified public accountant, engineer, or fiscal agent. The District may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, *Government Code*, in lieu of the methods.

3. Obligations and Waivers

THIS REQUEST IS A SOLICITATION FOR QUOTATIONS AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

THIS REQUEST DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COST INCURRED BY THE INDIVIDUAL OR COMPANY IN THE PREPARATION AND SUBMITTAL OF A BID/QUOTATION.

HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY BID/QUOTATION AND/OR REJECT ALL BIDS/QUOTATIONS OR A PART OF A BID/QUOTATION, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS RFQ.

HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL QUOTATIONS. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS RFQ, AND/OR ANY BIDS/QUOTATIONS RECEIVED OR SUBMITTED.

BY SUBMITTING A BID/QUOTATION, BIDDER 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 RECOMMENDATION OF ANY QUOTATIONS;**
- (2) ANY REQUIREMENTS UNDER THIS REQUEST OR RELATED DOCUMENTS;**
- (3) THE REJECTION OF ANY BID/QUOTATION OR ANY PART OF ANY QUOTATIONS; AND/OR**
- (4) THE AWARD OF A PURCHASE ORDER/CONTRACT, IF ANY.**

HCC RESERVES THE RIGHT TO WITHDRAW THIS REQUEST 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.

4. Issuing Officer

To preserve the overall integrity of the Request for Quotation process, the College specifically requests that all questions or concerns regarding this Request for Quotation shall be directed to the procurement officer named in the header section of this solicitation.

5. Additional Instructions and Conditions

Attention of bidders is especially directed to the specifications, which, in addition to the bid and these instructions, are basis for evaluation and will be part of any agreement with the successful bidder. Any deviation from the specifications in this notice shall be proper reason for rejection of all or any part of the quotation.

The College reserves the right to seek supplementary information from any proposer at any time after official bid opening and before the award. Such information will be limited to clarification or amplification of information asked in the original quotation.

Written questions or inquiries should be emailed to the Procurement Officer identified above in the "Submit Inquiries To" section, on page 1 of this Request for Quotation.

6. References

Bidder to provide a list of at least six (6) customer references, which you have sold or are currently selling similar equipment/items/services. Include the company's name; the name, title, and telephone number, email address, of a contact person; the dollar amount of the contract; and the dates that the equipment/items/services were completed. *(See attached reference sheet Page Nos. 16 & 17)*

7. Minimum Qualifications

- a) Be a full service reputable firm capable of performing all aspects of the request for quote specifications.
- b) At least 5 years of experience in providing audio video equipment with specific elements of our description of content and/or scope of work.
- c) Firm must have completed similar projects and can provide excellent references.
- d) Full response to all service requirements of this Request for Quotation.
- e) Fully completed Price Sheet provided in Section 5. Pricing.

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**ATTACHMENT NO. 1
REQUEST FOR QUOTATION
HCC: Q19-30 - Video Podcast Recording Studio**

Date:		HCC Quote No.:	
		Q19-30	
Submitted by:		Title:	
Company:		Email:	
Phone:			
Signature:			

1. Project Overview

The Houston Community College, (“HCC”) or (“College”) is seeking quotations from qualified firms to provide a self-contained audio and video recording environment, similar to a podcast studio, built in an existing Studio B at 3100 Main Street, Houston, Texas 77002. Qualified firms are invited to submit a written response outlining their bid to provide goods, equipment and/or services as described in the Scope of Work, and in accordance with the terms, conditions and requirements set forth in the Request for Quote. The successful bidder will provide the scope of work in accordance with all applicable laws, regulations and professional standards.

Term of Agreement

The award resulting from this solicitation, if any, will be a one (1)-time purchase as required from the request for quotation schedule.

HCC reserves the right to purchase goods or services of a related or similar nature and kind from the contractor. Such goods and services, if purchased, shall be on an as needed basis at contractor's then-prevailing prices; provided, however, that such prices are deemed reasonable by HCC.

Houston Community College (HCC) reserves the right to accept or reject, in whole or in part, any or all bids received and to make award based on individual items or combination of items, as it is deemed in the best interest of HCC.

Site Visit

A site visit will be held at HCC - System Administration Bldg., located at 3100 Main St. Houston TX, 77002 in the Auditorium, second floor on Thursday, March 28, 2019, 10:00 a.m. A tour of the facility and space, Main Studio B, will begin a 10:15 a.m. Attendance at this site visit is advised if your firm wishes to ask any questions in connection with this Request for Quote. Please print a copy of the Request for Quote and bring it with you, as no additional copies will be provided. The College intends to present general information, which may be helpful in the preparation of quotations, and to offer firms the opportunity to ask questions concerning this Request for Quote.

The Bidder must familiarize himself/herself with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications, and by use of any other means that may be necessary to determine the following:

- a. The actual conditions and requirements of the work;

- b. Any unusual difficulties that may be encountered in the prosecution of the work;
- c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and
- d. All circumstances and conditions affecting the work or its cost.

The Bidder's quotation must include any and all expenses he or she may incur in order to complete the work stipulated under the proposed contract. Any failure of the Contractor to acquaint himself/herself with all of the available information concerning the above shall not relieve him/her from responsibility for estimating properly the difficulties or cost to successfully perform the work.

3. Scope of Work

Houston Community College is seeking quotations from qualified firms to install custom configured systems for deployment in a television studio environment for the purposes of developing a video podcast studio. These systems will include audio, video, lighting, support systems, and installation services, as well as interconnection cabling.

The facility has been wired for a studio and previously used as a studio. The contractor is responsible for all additional wiring necessary for the system's function. Existing wiring conduits have additional capacity for cabling, so no further construction should be necessary to complete the installation. The Vendor should also ascertain that the proper electrical resources are available within the space for the system's function. Should additional construction or electrical resources be necessary, please specify.

The contractor will be responsible for the overall system design including all components, hardware, cables, terminations, connectors and any other parts needed to make this a complete and functional system, including testing any equipment that the vendor is recommending and installing. The vendor will also be responsible for all programming to control the audiovisual solution. Upon completion and acceptance of the system, the College will become the owners of any and all software source codes, touch panel design software and any other items that are relevant to this install. As-built drawings, produced in AutoCAD and PDF format, are required upon completion of the project.

The vendor will provide a sole point of contact for the College. If subcontractors are used, they will report to the vendor and will be the responsibility of the vendor. Subcontractors must accept the terms and conditions listed herein.

All prospective vendors are encouraged to participate in a site walkthrough on the tour date established in the cover letter.

The successful bidder shall furnish, deliver and install, (f.o.b. destination, freight prepaid) the required scope of work. Price shall be inclusive of all dealer cost, including delivery.

4. Quality and Service Requirements

- All hardware and equipment must arrive without defect.
- Any shipping damage must be rectified within 24 hours.
- All materials must be shipped in boxes that are to be clearly marked
Houston Community College
HCCTV-Podcast Studio
3100 Main - Basement Floor
Huston, Texas 77002
- A packing slip must also be included which will include :
 - ✓ Line item description
 - ✓ Quantity ordered
 - ✓ Quantity included in shipment

✓ Unit Price

5. Requirements

This environment will be configured as follows:

1. Environment will consist of a 3-person interview set with one host and two guests seated at a table (to be provided by HCCTV). The concept is to have a self-sustained recording environment operated by a producer/director.
2. A JVC 4000 ProHD streaming switcher (or similar product) to serve as the main switching and recording device for the system. Included with this switcher should be a 23"-27" touch screen monitor and a 23"-27" studio monitor with waveform and vectorscope capabilities. Switching and display enhancements should be included as part of the configuration i.e. quad splitter for camera pre-ingest quality control to be in-line with camera feeds to JVC unit.
3. Three JVC PTZ cameras (or similar) to be operated and IP controlled on PoE switch. Switch should have a minimum of eight ports and be at least 150W current.
4. A small-footprint recording studio audio mixer having quality microphone pre-amp inputs, with the ability to interface with the JVC (or similar) streaming switcher is required.
5. Three dynamic cardioid announce microphones with mounted boom-arms including isolation and pop filters.
6. LED lighting fixtures configured for DMX operated studio grid providing front and back key and fill lighting for guests and host.
7. Racks to mount all equipment, wiring to connect equipment with at least a 25' separation from equipment rack with JVC 4000 and interview set. Cable and connectors should be high quality and durable. The entire system (except lighting) should be transportable in a protected road cases
8. Existing HCCTV PTZ remote control should be designed into the system to supplement the 4000 operation of the cameras (or similar remote control needs to be acquired and included in quote)
9. Design layouts and system wiring diagrams should be submitted upon awarding of contract for review by HCCTV prior to construction with as built provided upon commissioning.
10. On-site training for operation of the system in actual interview scenario.

6. Additional Information

A bid award, if any, will be through the issuance of a HCC purchase order (PO) and shall be governed by the general terms and conditions of purchase outlined in the HCC Purchase Order document. Unless such terms and conditions are superseded by the content of this IFQ or contract (if terms are in conflict, the terms of the IFQ will take precedence).

By submitting a response to this request, the offer or accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in the General Terms and Conditions found on the HCC web site at: <https://HCC-General-Terms-and-Conditions-of-Purchase-Orders.pdf>

The final authority to approve or disapprove delivered products and/or services lies with HCC.

In the event products delivered do not meet specification quality level, or do not perform as specified in this Request for Quotation, the supplier will replace the items, at no additional cost to HCC.

The bidder shall be responsible for all claims against the manufacturer for manufacturing defects.

Any correspondence regarding a HCC PO, specifically an invoice, must include the PO number to ensure correct and timely processing. Invoices must reference HCC's PO number.

HCC will not be responsible for products delivered or services rendered in advance of a supplier's receipt of a purchase order.

In the event the supplier fails to deliver the products and/or services as and when promised in the bid, HCC reserves the right to proceed in any one or combination of the following ways:

- a) Cancel all or any part of the PO;
- b) Return all or any part of the products and/or services delivered to date and charge the supplier for any loss or cost incurred as a result of the failure to deliver as promised or
- c) Purchase all or any part of the products and/or services at current market price and charge the supplier the difference between the total of the market price, freight and the supplier's bid price.

The bidder must notify HCC immediately upon knowing that services will not be rendered as promised.

If HCC, in the exercise of its best judgment, determines the supplier's process for the delivery of services is unsafe or hazardous to life or property, HCC will suspend the process until the supplier takes corrective action.

No allowance will be made for a supplier's waste, loss, breakage, damage or difficulties.

8. Additions and Deletions

HCC, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar locations and/or services to the list of locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the College. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

9. Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as HCC does not guarantee any particular quantity of equipment or services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, HCC shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

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Section 5. Pricing:

Instructions

Proposer must complete this section in its entirety, and submit this form via email.

Cost proposal

Company Name:	
Total Price:	\$_____NTE
**Proposer must provide a breakdown all costs in a detailed report (i.e.: Labor, equipment, installation, software, etc.)	
Warranty	Months: _____ Cost _____ (if applicable)
Extended Warranty	Months: _____ Cost _____
Number of days to complete the work	ARO: _____

Total Cost

I have received and thoroughly examined the specifications and work schedule and have visited and examined the work sites. I have also received and considered all solicitation amendments, if any, and have included those provisions in my Quotation.

I understand the work to be done as provided in the Scope of Services and specifications. I further understand that the work is subject to the review and approval of Houston Community College System and submit the following Quotation.

Signed By: _____

Title: _____

10. Cooperative Contract (If applicable)

Please list the following information for the cooperative contract that your Quotation is being submitted under:

Cooperative Contract Name:	
Cooperative Contract No.	
Cooperative Contract Term:	
Cooperative Contract WebLink:	

11. Discount for Prompt Payment

Net 10 Calendar days _____%

Net 20 Calendar days _____%

12. Payments and Invoices

Invoices in duplicate, shall be mailed or delivered to HCC’s Accounts Payable and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this request of quotations.

Both invoice(s) shall be forwarded to HCC’s Accounts Payable at the address indicated in the purchase order and/or contract. Upon approval by the College, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days following acceptance pursuant to and receipt of a proper invoice(s).

13. Delivery of Invoices

Houston Community College
Attn: Accounts Payable
3100 Main
Houston, Texas 77002
accounts.payable@hccs.edu

14. Delivery Hours

Delivery will be accepted from 9:00 a.m. to 4:00 p.m., Monday through Friday.

15. Certification

By submitting this Quotation, the above named individual certifies that the individual/company is not ineligible to receive a purchase order/contract per the terms and requirements set forth per [HCC General Terms and Conditions](#) or for any other reason. Further, the above named individual certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Request for Quotation.

16. Small Business Development Program (SBDP)

The Houston Community College System’s Small Business Development Program (“SBDP” or the “Program”) was created to provide business opportunities for local small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those

Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program; however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

17. Certificate of Insurance Information

Parties making deliveries to or performing services at the HCC sites, must carry public liability, property damage and Worker Compensation insurance with carriers authorized to provide such insurance under the laws of the State of Texas. Minimum requirements:

- (a) Commercial General Liability- \$1,000,000.00 bodily injury and \$1,000,000.00 property damage;
- (b) Automobile Liability - \$1,000,000.00 bodily injury and \$1,000,000 property damage,
- (c) Worker Compensation insurance - \$1,000,000.00.

Upon request from the College, the successful bidder shall provide the College with a certificate of insurance, naming the Houston Community College as certificate holder.

Respondent must provide proof of insurance for any liability resulting from the student's actions (i.e. injury to, or damage to property of, a third party).

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APPENEDIX "A"

HOUSTON COMMUNITY COLLEGE

Request for Quotation for

Video Podcast Recording Studio

CURRENT AGENCY OR BUSINESS REFERENCES

This form must be attached to and included with your response as part of the Request for Quotation. **References from six governmental agencies or other similar accounts for which bidder currently provides Podcast Studio for services are required.**

1. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____ Email: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

2. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____ Email: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

3. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

4. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____ Email: _____
CONTACT PERSON: _____ DATE _____
SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

5. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____ Email: _____
CONTACT PERSON: _____ DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

6. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____ Email: _____
CONTACT PERSON: _____ DATE SERVICES STARTED: _____
SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: _____

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ATTACHMENT NO. 2
BIDDER CERTIFICATIONS
HCC: Video Podcast Recording Studio

1. 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: non-discriminatory employment practices: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

2. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Proposer shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

This period is known as the "Blackout Period," as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

With regard to a Proposer, violation of the Blackout Period may result in the cancellation of the referenced transaction, debarment, and disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

3. 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 SUBCONTRACTOR PARTICIPATION form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = _____

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

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

4. 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.

5. DISCLOSURE OF OWNERSHIP INTERESTS:

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, and any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

6. PROHIBITED CONTRACTS/PURCHASES:

The undersigned certifies that he/she has read, understands and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaw regarding Prohibited Contracts/Purchases as further defined in the attached Exhibit 2.

7. HOUSE BILL 89 ACKNOWLEDGMENT:

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

1. Does not boycott Israel currently, and
2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship,

organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

8. SENATE BILL 252 ACKNOWLEDGE:

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

9. DIVESTMENT STATUTE LISTS:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

10. CERTIFICATE OF INTERESTED PARTIES FORM

Beginning January 1, 2018, successful proposers awarded contracts that are requires an action or vote by the governing body of the entity or agency or has a value of at least one million (\$1million) or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented to the Board of Trustees for approval. For a list of Frequently Asked Questions you can go to:

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

The form must be submitted at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
 - *The values of the contract cannot be determined at the time the contract is executed; and
 - *any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

11. CRIMINAL BACKGROUND CHECK

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony offense involving controlled substances; 5) Any felony offense against property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

12. DEBARMENT

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or

agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

13. EQUAL OPPORTUNITY EMPLOYER (EOE)

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

14. NON COLLUSION STATEMENT

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this Quotation in collusion with any other proposer, and that the contents of this Quotation as to prices, terms or conditions of said Quotation have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Quotation .

15. DELINQUENT FRANCHISE TAXES CERTIFICATION

As required by §2252.903, Government Code, proposer's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:

- A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.
- B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.
- C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

Signed By: _____ Name: _____

Title: _____ State of: _____

Sworn to and subscribed before me at _____
(City) (State)

this _____ day of _____, 2019.

Notary Public of the State of: _____

**EXHIBIT 2 - TO ATTACHMENT NO. 2
PROHIBITED CONTRACTS/PURCHASES
HCC: Video Podcast Recording Studio**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, has any pecuniary interest. All such contracts executed prior to June 21, 2012 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, contractor, advisor or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

Definitions:

“Business entity” shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. “Business entity” shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

“Director” is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company’s policy, and as the company’s agent, can bind the company with valid contracts.

“Officer” is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

“Senior Staff Member” shall have the meaning as defined in Article A, Section 3 of the Board Bylaws which includes:

- a. Any member of the Chancellor's Advisory Council;
- b. HCC employees classified as E-10 and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any HCC solicitation for goods or services;
and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

**ATTACHMENT NO. 3
CONFLICT OF INTEREST QUESTIONNAIRE
HCC: Video Podcast Recording Studio**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.

**ATTACHMENT NO. 4
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

HCC: Video Podcast Recording Studio

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 one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, Quotation, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, Quotation, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

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: _____

b. For each individual named above, show the type of ownership/distributable income share:

- | | |
|---|-----------|
| Ownership interest of at least 10% | (_____) |
| Ownership interest of at least \$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 within first degree of affinity to individual has the following ownership or real property interest in Vendor: | (_____) |
| 1. Ownership interest of at least 10% | |
| 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor | |
| 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income | |
| 4. Real property interest with fair market value of at least \$2,500 | |
| No individuals have any of the above financial interests (If none go to Section 4) | (_____) |

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 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 3 years, including but not limited to contractual employment for services for vendor.

Yes _____ No _____

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 2 years.

Yes _____ No _____

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 _____

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 _____

Section 4- Other Contract and Procurement Related Information

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, Quotation , or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes _____ No _____

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids,

Quotation , or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes _____ No _____

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

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, Quotation , 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 is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

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

Signed By: _____ Name: _____

Title: _____ State of: _____

Sworn to and subscribed before me at _____
(City) (State)

this _____ day of _____, 2019.

Notary Public of the State of: _____