

**HOUSTON COMMUNITY COLLEGE  
REQUEST FOR PROPOSAL- COMMODITY**

HCC Proposal No.: RFP-C 21-24	Title: Kiln Preventive Maintenance (PM), Supplies, Repairs and Related Services
Due Date: December 16, 2021 by 2:00pm (local time)	
Issued By: Houston Community College Procurement Operations Department 3100 Main Street, 11 <sup>th</sup> Floor Houston, Texas 77002	Submit Inquiries To: Art Lopez, Sr. Buyer (713) 718-7463 <a href="mailto:arturo.lopez@hccs.edu">arturo.lopez@hccs.edu</a>

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.

In determining award, selection will be based on evaluation criteria stated in the Texas Education Code 44.031 (b).

**1. Instruction**

- 1.1 Complete, sign and return Attachment No. 1, Request for Proposal Form, Attachment No. 2 Proposer Certifications, Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ) and Attachment No. 4 Financial Interests and Potential Conflicts of Interests.
- 1.2 Your proposal and the prices quoted therein must remain firm for acceptance for a period of ninety (90) days.
- 1.3 All items shall be quoted F.O.B. Destination, Full Freight Allowed.
- 1.4 Sealed Proposals shall be delivered to the address noted above by the referenced due date.
- 1.5 HCC's General Terms and Conditions of Purchase Order dated June 2, 2020, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).
- 1.6 Specifications
  - (a) Any catalog, brand name or manufacturers' reference used in this request is descriptive only (not restrictive) and is to indicate type and quality desired. Proposals of like nature and quality will be considered unless advertised as a Brand Name Only Specification.
  - (b) If proposing other than the brand names or manufacturers referenced product literature and technical data sheets must accompany your proposal response.
- 1.7 If you wish not to propose, please sign and return the attached Request for Proposal form and include the words "No-Proposal," please provide a brief explanation why you chose not to propose.
- 1.8 Please include a copy of your company's W-9.
- 1.9 Please submit the following attachments, including supplemental documents, with your response at the due date stated above:
  - Attachment No. 1, Request for Proposal Form;
  - Attachment No. 2 Proposer Certifications;
  - Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ);
  - Attachment No. 4 Financial Interests and Potential Conflicts of Interests;
  - Attachment No. 5 Form 1295;
  - Exhibit No. 1 HCC Kiln Listing and
  - Exhibit No. 2 HCC Sample Form Services Agreement.

## **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 bids or proposals.

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. General Information**

- 3.1 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 proposers.
- 3.2 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 3.9- Prohibited Communications and Political Contributions.
- 3.3 Award Approval – this Procurement, any award under this procurement, and the resulting purchase order/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 formal Request for Proposal 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 HCC has issued a legally binding purchase order/contract, which includes, without limitation, the terms required by HCC as set forth in this Request for Proposal.
- 3.4 HCC Contact – any questions or concerns regarding this Request for Proposal shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposers restrict all contact and questions regarding this Request for Proposal to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.
- 3.5 Inquiries and Interpretations – responses to inquiries, which directly affect an interpretation or change to this Request for Proposal, will be issued in writing by addendum (amendment) and all addenda will be posted on the [HCC Procurement Website](#). All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the Request for Proposal, and the proposer shall be required to consider and acknowledge receipt of such in their proposal.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 1 Request for Proposal Form.

- 3.6 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 this solicitation. HCC may award a contract, based on initial proposal received, without discussion of such proposers. 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 for award.
- 3.7 Postponement of Proposals Due Date/Time – notwithstanding the date/time for receipt of proposal established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCCs discretion.
- 3.8 Internship Program – HCC is expanding its student internship program. All proposers are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for the items required under this solicitation. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected proposer with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Mr. James Mable, Director of Career and Job Placement Services at 713-718-6485.

- 3.9 **Prohibited Communications and Political Contributions** – except as provided in exceptions below, political contributions and 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, respondent, 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 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. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, subject to the penalties stated herein.

In the event the Board refers the recommendation back to the 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, proposer, 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 proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

- 3.10 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 proposers or contractors while on HCC’s premises is strictly prohibited.
- 3.11 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. The proposer shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for proposer employees. The purchase order/contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.
- 3.12 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.
- 3.13 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 purchase order/contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting purchase order/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 purchase order/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. HCCs fiscal year begins on September 1 and ends on August 31.
- 3.14 Conflict of Interest – if a firm, bidder, 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. 3, Conflict of Interest Questionnaire Form, and Attachment No. 4, Financial Interest and Potential Conflict of Interests with the proposal package. HCC expects the selected proposer to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: Attachment No. 3 and Attachment No. 4 shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

- 3.15 Ethics Conduct – any direct or indirect actions taken to unduly influence competitive purposes, 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 orders and contracts.
- 3.16 No Third-Party Rights – the resulting purchase order/contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Purchase Order/Contract shall create or be deemed to create a relationship between the Parties to this Purchase Order/Contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 3.17 Withdrawal or Modification – no proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by HCC, which shall be based on proposer’s submittal, in writing, of a reason acceptable to HCC.
- 3.18 Submission Waiver – by submitting a response to this Solicitation, the Offeror or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.
- 3.19 Indemnification – proposer shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of proposer’s negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Proposer shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor’s performance under this Agreement.
- 3.20 Delegation – unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.
- 3.21 Invoice – to facilitate payment, invoices for goods or services delivered in accordance with the resulting purchase order/contract shall be emailed to the Accounts Payable Department with copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to: small business firm’s name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such

documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

3.22 Cooperative Purchasing Agreement- as permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed, deliveries made or payment for goods or services ordered by the entities. Proposer is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

3.23 W9 Form- Proposer shall include a W9 Form with their proposal submission.

#### 4. Obligations and Waivers

THIS REQUEST IS A SOLICITATION FOR FORMAL REQUEST FOR PROPOSAL 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 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 REQUEST.

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 REQUEST, AND/OR ANY 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 RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THIS REQUEST OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; 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.

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**ATTACHMENT NO. 1**  
**REQUEST FOR PROPOSAL FORM**  
**RFP-C 22-24 – KILN PREVENTIVE MAINTENANCE (PM), SUPPLIES, REPAIRS AND RELATED SERVICES**

Date:			HCC Proposal No.: 22-24	Kiln Preventive Maintenance, Supplies, Repair, Related Services
Submitted by:			Title:	
Company:			Email:	
Phone:				
Signature:				

**1. General Overview**

The Houston Community College System (“HCC “or the “College”) through this Request for Proposal (“RFP”) is seeking proposals for **Kiln Preventive Maintenance (PM), Supplies, Repairs and Related Services**. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

It is anticipated that the contract term for contract(s) awarded resulting from this request for quote, if any, will be for one (1) initial year with option to renew for four (1) one-year terms. Further, HCC reserves the right to extend the contract term on a month-to-month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

Houston Community College (HCC) reserves the right to accept or reject, in whole or in part, any or all proposals received and to make award based on individual items or combination of items. Although HCC may award one contract as a result of this Request for Proposal, HCC reserves the right to award by line or in the aggregate and/or multiple awards, whichever is in the best interest of the College as a result of this solicitation.

The proposer certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of an HCC Purchase Order and will have the following order of precedence: 1) HCC Terms and Conditions of Purchase Order, 2) HCC referenced solicitation including all amendments issued by HCC, 3) the Request for Proposal response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

**2. Solicitation Schedule**

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
Request for Proposal released and posted to HCC’s & ESBD’s websites	November 15,2021
Pre-Proposal Meeting (Non-Mandatory)	Not Applicable for this solicitation.
Deadline to receive written question/inquiries	November 30, 2021 by 5:00pm (local time)
Responses to written questions/inquiries (estimated)	December 6, 2021
Proposal Submittal Due Date and Time	December 16, 2021 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	January, 2022

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Request for Proposal and posted on Procurement Operations web site for your convenience.

### **3. Site Visits**

There are No scheduled site visits. It is highly encouraged that all contractors conduct site visits for each facility/site to become familiarize with the scope of work and meet with each Campus Manager to gain knowledge of campus location and size and to discuss any special needs or requirement for each site. (I.e. student traffic, campus hours, class schedules, weekend cleaning HCC staff/faculty traffic).

### **4. Bidder Must Make Thorough Study and Investigation**

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 drawings (if applicable), 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 proposal 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 or herself with all the available information concerning the above shall not relieve him or her from responsibility for estimating properly the difficulties or cost to successfully perform the work.

### **5. Estimated Annual Expenditures**

Based on previous expenditures over the past twelve months for Kiln Equipment Maintenance, Supplies, Repairs and Related Services, HCC estimates contract spending to be approximately \$30,000. PLEASE NOTE THERE IS NO GUARANTEED ANNUAL VOLUMES. The College makes no guarantees to quantities and may purchase more or less than those stated in this proposal. Additionally, the District does not guarantee a dollar amount for any one pickup and delivery of bank deposit.

### **6. Scope of Services**

This scope of services requires a contractor to provide Kiln Supplies, Preventative Maintenance (PM), Repairs and Related Services for Houston Community College (HCC) System Wide.

The scope of services shall include, but is not limited to, all work necessary to provide annual inspections or, as required by the manufacturer, cleaning, and preventative maintenance of kilns across the Houston Community College System. The Contractor shall perform all work in a first-class, professional manner in accordance with the resulting contract, specifications, governing codes and instructions by HCC. Efforts by the Contractor to obtain a clear understanding of the scope of work for each assignment governed by this contract shall be requisite in contractor acceptance of the resulting contract. The Contractor shall present the most economical option(s) regarding all required services and may include equipment replacement(s).

#### **6.1 Kiln Equipment Listing and Locations are listed below and in the attached, Exhibit No. 1.**

- a. Stafford Campus, Fine Arts Center, 9910 Cash Rd., Stafford, TX 77477
- b. Southeast Campus, Felix Morales Building, 6815 Rustic St. A, Houston, TX 77087
- c. Central Campus, Fine Arts Center, 3317 Austin Street C, Houston, TX 77004



d. Northline Campus, Building E, 8001 Fulton St. Houston, TX 77002

6.2 The Contractor to provide HCC with KILN maintenance, repairs and supplies.

6.3 Kiln Maintenance: Contractor to conduct annual maintenance on all college system kilns including but not limited to the following:

- a. Testing function ability of the following parts: Tube assembly, shut off timer, control dials, power cord and outlet, ventilation system, infinity switches, kiln sitter thermocouple function, computer pad operation, coils/elements, bricks, lid, tighten all screws, stabilize and level kiln and, clean kiln.
- b. Training: Meet with art instructor and answer technical questions such as: firing safety issues, glazes, firing and cooling temperature, etc.
- c. Ceramic Kiln Repair: After completion of repairs, test kiln and show art instructor complete repairs. Working hours and schedule of the Contractor shall be coordinated with each college campus to prevent conflicts with instructional classes. The Contractor shall correct defects in workmanship, materials and equipment for a period of 1 year from date of the completion. The contract, upon district request, must furnish satisfactory evidence of its ability to supply the goods or services requested in accordance with the terms and conditions set forth in this bid.

6.4 Annual Kiln Maintenance: (Contractor to perform the following steps on each district owned kiln)

- a) Vacuum the kiln including element grooves.
- b) Ohm all elements.
- c) Reseat elements if necessary.
- d) Run built in diagnostics.
- e) Run built in test.
- f) Open switch box and visually inspect all connections and porcelain insulators.
- g) Clean switch box with compressed air (canned air).
- h) For top loading kilns fitted with lite lid, check function and ensure lid closes completely.
- i) Tighten any bands.
- j) Inspect all firebricks and kiln bottom for damage or glaze. Remove any glaze. Replace or repair firebrick as needed.
- k) Verify kiln-venting works.
- l) Inspect kiln venting for airflow.
- m) Inspect kiln venting exhaust on outside of building for any obstructions, animal or insect nest.
- n) Inspect whole room ventilation.
- o) Inspect whole room ventilation for airflow.
- p) Inspect disconnect.
- q) Inspect kiln plug if so equipped.
- r) Inspect wall receptacle if kiln is not direct wired to disconnect.
- s) Inspect power cord.
- t) Test disconnect.
- u) Verify breaker is correctly sized for kiln amp rating.
- v) Inspect thermocouple.
- w) Test thermocouple.
- x) If kiln has not had a successful firing by teacher in previous 12 months, fire kiln to Cone 04 using self-supporting witness cones.

- y) Check kiln spacing (minimum of 18 inches from all walls and 36 inches from other kilns).
- z) Inspect kiln room for housekeeping and safety (no combustibles within 36 inches of kiln).
- aa) Inspect fire extinguisher for inspection date.
- bb) Visually inspect sprinkler heads.
- cc) Ask the instructor if they have experienced any issues with the kiln since last yearly maintenance visit.
- dd) Notify the campus manager of any kiln, electrical, safety, or housekeeping issues with recommended corrective action and associated cost.

#### 6.5 Emergency Repair

In lieu of mechanical failure or operational malfunctioning during academic class operations, the Contractor shall be required to respond to all emergencies within 4 business hours of notification within specified hours and days of operation.

### 7. Warranty of Services

Definitions:

- a) "Acceptance" as used in this clause, means the act of an authorized representative of HCC's Director of Maintenance and/or designee by which HCC assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.
- b) "Correction" as used in this clause, means the elimination of a defect.
- c) Notwithstanding inspection and acceptance by HCC or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. HCC shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by HCC.

This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services at no additional cost to HCC, or (2) that HCC does not require correction or re-performance.

- d) If the Contractor is required to correct or re-perform, it shall be at no cost to HCC and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, HCC may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to HCC thereby, or make an equitable adjustment in the Contract price.
- e) If HCC does not require correction or re-performance, HCC shall make an equitable adjustment in the contract price.

### 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 Acreage Tractor Mowing and Related 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.

#### **10. First Year Warranty and Maintenance Service**

A full one-year warranty shall be provided after delivery. The first-year warranty should include all parts and labor, including all necessary on-site labor and all travel expenses for technicians.

The Contractor warrants all items acquired shall conform to all contractors' representations, the requirements of this contract, and all published documentation.

The Contractor shall provide the following Warranty details:

- i. Describe the warranty period including a detailed description of what is covered and what may be excluded from coverage.
- ii. Provide detailed description of what is covered and what may be excluded from coverage under the optional maintenance.
- iii. Identify what type and kind of field support you will provide under this solicitation; if any.

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**11. Pricing**

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide HCC with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of but not limited to travel and living expenses.

**12. Total Cost**

Provide a Total Cost (to include all travel and living expenses) for the proposed solution. The Total proposed cost will be a firm fixed cost for the life of the contract.

DESCRIPTION	FREQUENCY	EACH SERVICE COST
Emergency On-Call Service Request	Hourly Rate	\$ _____
Replacement Parts: Discount Percentage from List Price.	Upon Request	% _____
Supplies: Catalogue Discount Percentage from List Price.	Upon Request	% _____
Attach list of any additional charges not listed above		

HCC reserves the right to accept or reject, in whole or in part, any or all proposals received and to make award based on individual locations or combination of locations. Although HCC may award one contract as a result of this Request for Proposal. HCC reserves the right to award by line or in the aggregate and/or multiple awards, whichever is in the best interest of the College as a result of this solicitation.

**13. Pricing for Additional Goods and Services**

The college may request proposal for related goods and services, the Contractor is asked to include their **standard price sheet** to cover all items and services not specifically covered in the RFP. (The additional price sheets will not be considered in the evaluation)

**14. Price Proposal Signature**

The information in this RFP-C is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by HCC to procure any product or service in any volume.

Name:	
Title:	
Date:	
Signature:	

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**15. Additional Requirements**

12.1 If the offer being made is under any existing cooperative contract please specify the Cooperative Contract Name & Number: \_\_\_\_\_

12.2 Proposer accepts payment using a purchasing card (MasterCard) at no additional fee:  
Yes \_\_\_\_\_ No \_\_\_\_\_.

12.3 Proposer accept a site visit to inspect the items being proposed: Yes \_\_\_\_\_ No \_\_\_\_\_.

**16. Discount for Prompt Payment**

Net 10 Calendar days \_\_\_\_\_%                      Net 20 Calendar days \_\_\_\_\_%

**17. Delivery of Invoices**

All invoices shall reference the governing Purchase Order (PO) number and be sent to the following location via email to [accounts.payable@hccs.edu](mailto:accounts.payable@hccs.edu)

**18. Certification**

By submitting this Request for Proposal response, 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 Proposal.

**19. 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 certified 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.

A list of HCC recognized SBE Certifications may be found at <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>

Where did you learn of this RFP (please be specific):  HCC Website    Other \_\_\_\_\_;    SBDP event \_\_\_\_\_;  
 Newspaper \_\_\_\_\_;    other: \_\_\_\_\_.

**PROPOSAL SUBMITTAL INSTRUCTIONS**  
**RFP-C 22-24 – KILN SUPPLIES, PREVENTIVE MAINTENANCE (PM), SUPPLIES AND REPAIR SERVICES**

It is the sole responsibility of the proposer to ensure its response is submitted prior to the Solicitation closing date and time. Responses received prior to the submittal deadline are time stamped and shall be accepted as timely submitted. The College will in no way be responsible for any delays difficulties, causes or any other occurrences that inhibited or prevented a timely submittal.

You may, mail or deliver your hard copy response to:

Houston Community College  
Attn: Mr. Art Lopez- Sr. Buyer  
Administration Building  
3100 Main (**deliver to the loading dock located in the rear of building on Rosalie Street**)  
Houston, Texas 77002

Proposers should use mail, courier deliver, Fed-Ex, UPS or other carriers, for delivery of their bids/proposals.

The telephone number is 713-718-5107 for delivery questions or concerns when attempting to deliver to the loading dock located in the rear of the building on Rosalie Street. Submittals, which for any reason are not received timely, will not be considered.

Responses must be received on or before the date and time specified in the solicitation.

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**ATTACHMENT NO. 2**  
**PROPOSER CERTIFICATIONS**  
**RFP-C 22-24 – KILN SUPPLIES, PREVENTIVE MAINTENANCE (PM), SUPPLIES AND REPAIR SERVICES**

**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 ACKNOWLEDMENT:**

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 it's 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](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](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 proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal.

**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 \_\_\_\_\_, 2021.

\_\_\_\_\_

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

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**EXHIBIT 2- TO ATTACHMENT NO. 2  
PROHIBITED CONTRACTS/PURCHASES  
RFP-C 22-24 – KILN SUPPLIES, PREVENTIVE MAINTENANCE (PM), SUPPLIES AND REPAIR SERVICES**

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  
 RFP-C 22-24 – KILN SUPPLIES, PREVENTIVE MAINTENANCE (PM), SUPPLIES AND REPAIR SERVICES

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>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.</b></p> <p>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="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>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="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>	
<p><b>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.</b></p>	
<p><b>6</b> <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><b>7</b></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>	

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

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/html/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

### Local Government Code § 176.003(a) (2) (A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) The local governmental entity is considering entering into a contract with the vendor.

### Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) Has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

**ATTACHMENT NO. 4**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**  
**RFP-C 22-24 – KILN SUPPLIES, PREVENTIVE MAINTENANCE (PM), SUPPLIES AND REPAIR SERVICES**

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, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, 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 \_\_\_\_\_

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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 2 years.

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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**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, proposal, 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).

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

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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 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 \_\_\_\_\_, 2021.

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

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**ATTACHMENT NO. 5**  
**FORM 1295 INSTRUCTIONS**  
**RFP-C 22-24 – KILN SUPPLIES, PREVENTIVE MAINTENANCE (PM), SUPPLIES AND REPAIR SERVICES**

Texas Government Code Section 2252.908 requires any business entity that enters into a contract with a governmental entity, like a public community college, to file a Form 1295 naming the people with a controlling interest in the business entity. While the law was designed more for procurement and vendors, the statute applies to any contract which requires Board approval, which would include this Sale and Purchase Contract. The statute also includes disclosing the **controlling interests** of intermediaries like brokers, attorneys, and law firms who assisted in the negotiation of the contract. A controlling interest in the business is anyone with a 10% ownership interest, board members if the board has 10 or fewer members, and officers (if four or fewer officers) or the four most highly compensated officers (if the business has more than four officers) – their names must be listed on the form. So, the **Seller** and the **Seller's attorney** and **broker**, if any, will have to complete the process (naming everyone with a controlling interest in the form). This form does not apply to publicly traded business entity (if this exception is applicable to the entity contracting with the governmental entity, submit a signed statement that the 1295 Disclosure Form is not applicable and the reason).

The process for filing the 1295 form is as follows: (1) go online to the Texas Ethics Commission's website at the link below; (2) fill out and submit the form electronically to the Ethics Commission (it will request that the entity enters an identification number, which should be the IFB number, and a description of the nature of the contract, so the College can use the same number in tracking the status of the filing with the Ethics Commission); and (3) print out the completed form, sign and notarize it, and send the signed/notarized form to the College. Once the College receives the form, they will then go online to the Ethics Commission's website and certify that they received the form.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

EXHIBIT NO. 1  
RFP-C 22-24 – KILN SUPPLIES, PREVENTIVE MAINTENANCE (PM), SUPPLIES AND REPAIR SERVICES  
HCC KILN LISTING

(Provided as Separate Exhibit 1 to RFP-C)

EXHIBIT NO. 2  
SAMPLE MASTER SERVICE AGREEMENT



MASTER SERVICES AGREEMENT  
KILN SUPPLIES, PREVENTIVE MAINTENANCE (PM), SUPPLIES AND REPAIR SERVICES  
RFP-C 21-24

This Agreement (the "Agreement") is made and entered into by and between HOUSTON COMMUNITY COLLEGE, a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002 ("College"), for and on behalf of the (PUT THE HCC DEPARTMENT RECEIVING THE SERVICES HERE) ("DEPARTMENT"), and PUT THE NAME OF THE CONTRACTOR HERE (AS PROVIDED ON THEIR CONTRACT AWARD FORM) with its principal place of business at PUT THE CONTRACTOR'S ADDRESS HERE ("Contractor"). This AGREEMENT made effective upon final execution date by and between College and Contractor ("Effective Date").

**Order of Precedence:** If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the original HCC solicitation including all amendments and Q & A, 3) the Contractor's proposal response to the HCC solicitation (as amended) and including any clarifications or Best and Final Offer.

College and Contractor hereby agree as follows:

1. **Contractor Services.**

Contractor will provide the services as set forth in **Exhibit A**, (the "Statement of Work"), attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of College.

2. **Compensation.**

As consideration for the Services satisfactorily provided and/or performed by the Contractor, College will pay the Contractor an amount not to exceed the hourly fees as provided within **Exhibit B ("Fee")** during the Term. The Fee may otherwise be less than fees in **Exhibit B** in the event of certain conditions as set forth in this Agreement such as early termination of this Agreement or any other provision of this Contract that affects the Fee. The College agrees to pay Contractor based upon the rates as set forth on **Exhibit B** for each respective position listed, times the number of hours of service actually performed. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

**Invoicing:**

Upon completion of a phase (deliverable, task, item, etc.) in a manner acceptance by College, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that College may reasonably request to support the invoice amount. College will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If College approves the amount or any portion of the amount, College will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If College disapproves any invoice amount, College will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to College as follows:

HOUSTON COMMUNITY COLLEGE - PRIMARY INVOICE  
ACCOUNTS PAYABLE DEPARTMENT  
PO BOX 667460  
HOUSTON, TEXAS 77266-7460

AND VIA EMAIL - AT [ACCOUNTS.PAYABLE@HCCS.EDU](mailto:ACCOUNTS.PAYABLE@HCCS.EDU)

[AND](#)

**PUT THE HCC DEPARTMENT INFORMATION HERE FOR THE – SECONDARY INVOICE**

**3. Term.**

The term of this Agreement shall begin on the date duly executed by both Parties, and shall continue for **three (3) years** ending **PUT THE END DATE OF THE CONTRACT HERE** ("Term") unless earlier terminated in accordance with the terms of this Agreement. College will have the option to renew this Agreement for **two (2)** additional one **(1) year Terms** upon providing written notice thereof to Contractor. Further, HCC reserves the right to extend the contract term on a month-to-month basis, not to exceed **three (3) months** upon the expirations of the initial term and any successive renewal term.

**4. Licenses, Permits, Taxes, Fees, Laws and Regulations.**

4.1 Contractor warrants that it will obtain, and maintain in effect, at Contractors' sole cost and expense, all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations; applicable College board policies, and relevant College procedures.

**5. Ownership and Use of Work Material.**

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by College, are the sole property of College and for its exclusive use and re-use at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to College all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with College in any steps College may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

5.3 Contractor will deliver all Work Material to College upon expiration or termination of this Agreement. College will have the right to use the Work Material for the completion of the Services or otherwise. College may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than College on other projects unless expressly authorized by College in writing.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by College in writing. Contractor will treat all Work Material as confidential.

5.5 If Contractor owns instruction/presentation material, Contractor warrants that it is the sole owner of the instruction/presentation materials or has obtained permission from the copyright holder to use the instruction/presentation materials and has full power and authority to make this agreement; that the instruction/presentation materials do not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Contractor will defend, indemnify, and hold harmless the College and/or its licensees against all claims, suits, costs, damages, and expenses that the College and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the instruction/presentation materials or any infringement or violation by the instruction/presentation materials of any copyright or property right;

and until such claim or suit has been settled or withdrawn, the College may withhold any sums due to Contractor under this Agreement.

6. **Confidentiality and Safeguarding of College Records; Press Releases; Public Information.**

6.1 Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of College, or (3) have access to, records or record systems (collectively, “**College Records**”). Among other things, College Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”). If College Records are subject to FERPA, (1) College designates Contractor as a College official with a legitimate educational interest in College Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from College Records will result in Contractor’s exclusion from eligibility to contract with College for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold College Records in strict confidence and will not use or disclose College Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise previously authorized by College in writing; (2) safeguard College Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than best practices in the data security industry; (3) continually monitor its operations and take any action necessary to assure that College Records are safeguarded and the confidentiality of College Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the College’s rules, policies, and procedures regarding access to and use of College’s computer systems. At the request of College, Contractor agrees to provide College with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of College Records.

6.1.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any College Records occurs, Contractor will provide written notice to College within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide College with all information requested by College regarding the impermissible use or disclosure.

6.1.2 **Return of College Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all College Records created or received from or on behalf of College will be (1) returned to College, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any College Records, Contractor will provide College with written notice of Contractor’s intent to destroy College Records. Within five (5) days after destruction, Contractor will confirm to College in writing the destruction of College Records.

6.1.3 **Disclosure.** If Contractor discloses any College Records to a permitted subcontractor or agent, Contractor will require the permitted subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

6.1.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the Project or the engagement of Contractor as an independent contractor of College in connection with the Services or the Project, or release any information relative to the Services or the Project for publication, advertisement or any other purpose without the prior written approval of College.

6.1.5 **Public Information.** Contractor acknowledges and understand that College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

6.1.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if College reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, College may immediately terminate this Agreement without notice or opportunity to cure.

6.1.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

**7. Independent Contractor.**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of College. Contractor will not bind nor attempt to bind College to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, workers' compensation insurance.

**8. Termination.**

8.1 This Agreement may be terminated for convenience by either Party with or without cause upon ten (10) days prior written notice to the other Party. In the event of termination without cause, College shall pay the Contractor any undisputed amounts not previously paid for Services actually performed in accordance with specifications in the Statement of Work, up to the date of termination.

8.2 Performance of this Agreement is contingent upon the availability of appropriated funds from the Texas State Legislature or allocation of funds by the HCC Board of Trustees. College shall have the right to cancel the Agreement at the end of the current fiscal year if funds are not allotted by the Board for the next fiscal year to continue the Agreement or funds are not appropriated by the Legislature. If funds are withdrawn or do not become available, College reserves the right to terminate the Agreement by giving the Contractor a ten (10) day written notice of cancellation without penalty. Upon cancellation, College shall be responsible only for payment for Services performed up to the date of termination. The College fiscal year begins on September 1 and ends on August 31st.

8.3 This Agreement may be terminated by either Party in the event of breach of this Agreement. A breach occurs when either Party fails to perform its obligations under this Agreement or fails to comply with the terms of this Agreement. In the event of a breach, the Party claiming such breach shall provide the other Party with written notice of such breach setting forth the basis for such claim of breach. The breaching Party shall have thirty (30) days from the receipt of the notice of breach to cure such breach. If the breaching Party fails to cure the breach within thirty (30) days of receipt of the notice, the aggrieved Party shall have the right to terminate the Agreement immediately and pursue any remedies available under law for breach of contract.

**9. Indemnification.**

**CONTRACTOR AGREES TO INDEMNIFY, RELEASE, AND HOLD COLLEGE AND COLLEGE'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED BY CONTRACTOR AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.**

**10. Insurance.**

10.1 Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverages in at least the amounts specified:

- 10.1.1 Workers Compensation: Statutory Limits
- 10.1.2 Employer's Liability: \$1,000,000 per accident and employee
- 10.1.3 Commercial General Liability (including contractual liability):  
\$1,000,000 per occurrence
- 10.1.4 Product/Completed Ops: \$2,000,000 aggregate
- 10.1.5 Auto Liability: \$1,000,000 combined single limit
- 10.1.6 All other insurance required by state or federal law



10.2 All policies (except Workers' Compensation) will name College as an Additional Insured. A Waiver of Subrogation in favor of College and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to College prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against College, its agents, employees or representatives.

10.3 Verification of Insurance Coverage will be forwarded to:

Risk Management  
P.O. Box 667517  
Houston, TX 77266-7517

Contractor will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Contractor's sole expense, all insurance required by state or federal law, including but not limited to workers' compensation, unemployment insurance and automobile liability insurance. Upon College's request, Contractor will supply evidence of such insurance to College prior to performing services.

## 11. Miscellaneous.

11.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

11.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

11.3 Tax Certifications. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

11.4 Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

11.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, to the extent applicable, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

11.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and College and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of College and Contractor.

11.7 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) of the Texas Education Code, to the extent applicable. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

- 11.8 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character (“force majeure occurrence”).
- 11.9 Venue; Governing Law. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 11.10 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand College’s Conflicts of Interest Policy available at <http://www.hccs.edu/district/about-us/policies/>, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [www.statutes.legis.state.tx.us/docs/gv/htm/gv.572.htm](http://www.statutes.legis.state.tx.us/docs/gv/htm/gv.572.htm), and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause College employees to violate College’s Conflicts of Interest Policy, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board or any College employee has a direct or indirect financial interest in the transaction that is the subject of this Agreement. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will use reasonable care to ensure it does not employ any person who has any such interest
- 11.11 Waivers. The provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof only by evidencing such waiver in writing, executed by such party. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 11.12 Notice. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:
- If to College: Houston Community College  
Attn: Joseph Gavin, Executive Director, Procurement Operations  
Address: 3100 Main Street, Houston, TX 77002
- If to Contractor: PUT CONTRACTOR INFORMATION IN THIS LOCATION
- 11.13 Immunity. Nothing in this Agreement waives or alters any immunities provided College, its officers, employees, or agents under Texas or federal law.
- 11.14 Third Parties. Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
- 11.15 Severability. Unless the basis of the bargain among the parties hereto is destroyed or rendered ineffective by invalidity or unenforceability of any provision hereof, if any provision of this Agreement should be held to be void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.
- 11.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.
- 11.17 Electronic counterparts. This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.
- 11.18 Certifications Regarding Terrorist Organizations and Boycott of Israel. Contractor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or

services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

11.19 Access by Individuals with Disabilities. To the extent applicable, Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to College under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to College, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then College may terminate this Agreement and Contractor will refund to College all amounts College has paid under this Agreement within thirty (30) days after the termination date.

11.20 Confidential Student Information. "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at College by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as a identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Contractor by College as well as any information provided by College's students and third parties to the Contractor.

To the extent applicable, Contractor acknowledges that this Agreement allows the Contractor access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by College policy and federal law, namely the Family Educational Rights and Privacy Act ("FERPA").

Contractor agrees to hold Confidential Student Information in strict confidence. Contractor will not use or disclose Confidential Student Information received from or on behalf of College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by College. Contractor agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Contractor agrees that only Contractor's employees who have a legitimate business need in performing this Agreement will have access to the Confidential Student Information.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor will return all Confidential Student Information to College within thirty (30) days or, if return is not feasible, destroy any and all Confidential Student Information. Twenty (20) days before destruction of any Confidential Student Information, Contractor will provide College with written notice of Contractor's intent to destroy Confidential Student Information. Within seven (7) days after destruction, Contractor will confirm to College in writing the destruction of Confidential Student Information.

Contractor agrees that Contractor is under the direct control of College with respect to the use and maintenance of Confidential Student Information. If College reasonably determines in good faith that Contractor has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, College, in its sole discretion, will have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, College will provide written notice to Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor

improperly disclosed personally identifiable information obtained from College's education records, College may not allow the Contractor access to education records for at least five years.

Contractor will develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Student Information received from, or on behalf of College or its students. These measures will be extended by contract to all subcontractors used by Contractor.

Contractor will, within one day of discovery, report to College any use or disclosure of Confidential Student Information not authorized by this Agreement or in writing by College. Contractor's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including a written report, as reasonably requested by College.

Contractor will defend and hold College harmless from all claims, liabilities, damages, or judgments involving a third party, including College's costs and attorney fees, which arise as a result of Contractor's failure to meet or breach any of its obligations under this Agreement.

The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

11.21 Mediation. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation. Further, the parties agree that (i) neither the execution of this Agreement by the College/HCC nor any other conduct, action or inaction of any representative of the College/HCC relating to this Agreement constitutes or is intended to constitute a waiver of the College's/HCC's of sovereign immunity to suit; and (ii) the College/HCC has not waived its right to seek redress in the courts.

11.22 Assurances. *To the extent applicable* and for contracts under Title I of WIOA will assure as follows in accordance with 20 CFR 38.25:

(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) **Section 188 of the Workforce Innovation and Opportunity Act (WIOA)**, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(B) **Title VI of the Civil Rights Act of 1964**, as amended, which prohibits discrimination on the bases of race, color and national origin;

(C) **Section 504 of the Rehabilitation Act of 1973**, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) **The Age Discrimination Act of 1975**, as amended, which prohibits discrimination on the basis of age; and

(E) **Title IX of the Education Amendments of 1972**, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

11.23 Electronic Counterparts: This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart

of this Agreement transmitted by telecopies, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.

- 11.24 **New Certifications:** Certifications Regarding Terrorist Organizations and Boycott of Israel Contractor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov’t Code §§ 2252.151-.154) Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the “Contractor Companies”), boycotts Israel, and contractor agrees that to College in all respects.
- 11.25 **HCC’S Right to Audit** At any time during the term of this Contract and for a period of four (4) years thereafter HCC or a duly authorized audit representative of HCC, at its expense and at reasonable times, reserves the Right to Audit Seller’s records and books relevant to all services provided under this Contract. In the event such an audit by HCC reveals any errors/overpayments by HCC, Seller shall refund HCC the full amount of such overpayments within thirty (30) days of such audit findings, or HCC, at its option, reserves the right to deduct such overpayments from any amounts HCC is required to pay Seller under the Contract or any Purchase Order.
- 11.26 **PLACE THE NAME OF THE PRIMARY HCC PERSON UTILIZNG THIS AGREEMENT HERE** and/or his/her designee is the HCC Contract Manager of this AGREEMENT. For HCC contract administration issues, contact Gia Hodges and/or Christopher Burton via HCC.Contracts@HCCS.edu.

College and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**HOUSTON COMMUNITY COLLEGE**

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

Name: \_\_\_\_\_  
Cesar Maldonado, Ph.D., P.E.

Title: Chancellor

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

**PUT THE NAME OF THE CONTRACTOR HERE**

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

Name:

Title:

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

- Attached:  
Exhibit A – Statement of Work  
Exhibit B – Price Proposal

EXHIBIT A  
Statement of Work

PUT YOUR STATEMENT OF WORK FROM YOUR SOLICITATION HERE---IF THERE ARE UPDATES/CHANGES BASED ON YOUR Q&A PLEASE  
INCLUDE HEREIN

Balance of page intentionally left blank.

EXHIBIT B  
Price Proposal

**PUT THE CONTRACTORS BEST AND FINAL PRICE PROPOSAL HERE**

Balance of page intentionally left blank.