



Solicitation Amendment No. 1

To: Prospective Respondents/Offeror:	Date:
Prospective Respondents	June 25, 2021
Project Title:	Project No.:
Building Envelope Consulting Services	RFQ 21-06

Description of Solicitation Amendment: The Request for Qualifications (Project RFQ No. 21-06) is hereby amended as set forth below:

1. Questions and Answers are released and are attached.

Please visit our website at <https://www.hccs.edu/about-hcc/procurement/>

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Acknowledgement of Amendment No. by:	Date:
Company Name (Bidder/Offerer):	
Signed by:	
Name (Type or Print):	Title:

REQUEST FOR QUALIFICATIONS
PROJECT NO. RFQ 21-06
BUILDING ENVELOPE CONSULTING SERVICES
QUESTIONS AND ANSWERS No. 1

Date: June 25, 2021

To: Prospective Respondents

From: Procurement Operations Department, Houston Community College

Subject: Questions and Answers Responses

Q1. HCC has provided a comprehensive list of services for an IDIQ Contract. Vidaris offers a comprehensive breadth of in-house architectural and engineering services. We are therefore inquiring if the following additional scope items are potential services that might be required in this IDIQ contract:

- Forensic materials testing/petrography.
- Lab performance mock-up.
- Architectural planning & programming.
- Hygrothermal analysis.
- CFD modeling

Response: Forensic materials testing/petrography, lab performance mock-up, Hygrothermal analysis, and CFD modeling can be included services as part of the IDIQ. Architectural planning & programming is not a part of this IDIQ.

Q2. The RFQ document includes Terms and Conditions (Section 27 on page 18 of the pdf) which state the "HCC Terms and Conditions of Purchase Order shall govern." No T&C of Purchase Order is provided. Please confirm that the MSA (Exhibit No. 1 starting on pg. 38 of the pdf) governs the terms for any assignment arising from this RFQ.

Response: For a services agreement, (MSA) will control over the terms of the RFQ. The language in the solicitation regarding purchase orders applies only to purchases of commodities or short terms services by HCC via purchase order where no master contract is utilized.

Q3. The indemnity in Section 9 of the MSA (page 42 of the pdf) appears to be general liability based (property damage, personal injury, death). It does not contemplate professional negligence. RFQ Section 27 states that bidders may offer alternate provisions for consideration, but during the pre-solicitation meeting HCC specifically noted that bidders must review the indemnity and insurance provisions - so we are not clear if these sections are negotiable. We would want the final provision to address professional liability claims and be negligence-based, so that there is no ambiguity or insurance coverage issue. Will HCC consider proposed modifications to this section if included in the bidder's submission and will selected bidder be able to negotiate final MSA terms

Response: Yes, HCC will consider alternative language for indemnity to be included in the final MSA, and vendors should include proposed language in their response.

Q4. In addition to the MSA indemnity section, the RFQ document also contains a separate indemnification obligation related to the proposer's services (Section 29 on page 18 of the pdf). Should we assume that the indemnity in the MSA is the only operative indemnity clause?

Response: The MSA, including the indemnity language agreed to in in the final MSA, will take precedence over the terms of the RFQ.

When issued, "Questions & Answers" shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Questions & Answers. All revisions, responses, and answers incorporated into the Questions & Answers are collaboratively from both the Procurement Operations and the applicable HCC Department(s). It is the responsibility of the bidder/respondent to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders/respondents shall be deemed to have received all Questions & Answers and to have incorporated them into this solicitation and resulting proposal response.

Furthermore, it is the responsibility of each Contractor to obtain any previous Questions & Answers associated with this solicitation.

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