

**Houston Community College System
Procurement Operations**



INVITATION FOR BIDS (IFB)

FOR

Armored Car Transportation Services

PROJECT NO. 07-33

INVITATION FOR BIDS

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HOUSTON COMMUNITY COLLEGE SYSTEM

INVITATION FOR BIDS - SUMMARY

Date: June 25, 2007

Project Title: Armored Car Transportation Services

Project No. 07-33

ISSUED BY:

Houston Community College System
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Post Office Box 667517
Houston, Texas 77266-7517

SUBMIT INQUIRIES TO:

Name: Georgia Coats
Title: Senior Buyer

Telephone: (713) 718-5004
Fax: (713) 718-2113
Email: Georgia.coats@hccs.edu

Project Overview: The Houston Community College System ("HCC") is seeking sealed bids from qualified firms to provide Armored Car Transportation Services. The services will include, but is not limited to, collection of coins, checks and currency for specified HCC facilities and delivery of such collections to the Bank of America facility to be designated by HCC. The services will also include collection of coin orders (quarters, nickels, etc.) from the designated Bank of America facility and delivery of such coin orders to specified HCC facilities on the next scheduled delivery day.

Contract Approval: This procurement 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 his designee.

Pre-Bid Meeting:

A **mandatory** pre-bid meeting will be held on July 17, 2007, at 10:00 a.m. (local time) in the Purchasing Department, 3100 Main Street (11th Floor, Room 11A07), Houston, Texas 77002.

Bid Opening Time/Location: Sealed bids in original form for services described herein will be received until 10:00 a.m. (local time) on July 26, 2007 at the Purchasing Department, 3100 Main (11th Floor, Room 11A06), Houston, Texas 77002, and at that time publicly opened and read aloud in Room 11A07.

Contract Term: The contract term for the contract awarded from this solicitation will be Five (5) years, unless terminated sooner by HCC.

Small Business Development Program (SBDP): The small business participation goal for this solicitation is Best Effort. (See Instructions to Bidders, Paragraph 8).

Obligation: This Invitation for Bids does not obligate HCC to award a contract or pay any costs incurred by the bidder in the preparation and submittal of a bid.

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

Bid Security: A bid bond, cashier's check or certified check in the amount of Five Percent (5%) of the total bid amount shall be submitted to HCC with each bid submitted in response to this solicitation.

INSTRUCTIONS TO BIDDERS

1. **Review of Bid Documents**

A complete set of bid documents shall be used in preparing a bid. Each prospective bidder should carefully review the bid documents and take such steps as may be reasonably necessary to ascertain the resulting contract performance requirements. Failure to do so will not relieve bidders from the responsibility of estimating properly the difficulty/level of effort or cost of successfully performing the resulting contract.

2. **Explanation to Bidders**

Any explanation desired by a prospective bidder regarding the meaning or interpretation of the bid documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive bids) for a response to reach prospective bidders before the submission of their bids. Any HCC response will be in the form of an amendment of the solicitation or an information letter. The response will be made available to all prospective bidders on HCC website at www.hccs.edu. Receipt of any amendment(s) issued by HCC shall be acknowledged by the bidder with the bid submission.

3. **Bidder Eligibility for Contract Award**

- a. Each bidder shall complete, and submit with the bid, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance, the bidder must be properly licensed prior to submitting a bid to HCC and must furnish evidence of such with the bid.
- b. In order for a bidder to be eligible to be awarded a contract, the bid must be responsive to the solicitation and HCC must be able to determine that the bidder is responsible to perform the resulting contract satisfactorily.
- c. Responsive bids are those complying with all material aspects of the solicitation. Bids that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.
- d. Responsible bidders as a minimum must:
 - Have adequate financial resources or ability to obtain such resources as required during the performance of the contract.
 - Be able to comply with the required delivery or performance schedule, taking into consideration all existing business commitments.
 - Have a satisfactory history of past performance.
 - Have necessary management and technical capability to perform the contract.
 - Provide evidence satisfactory to HCC that the bidder will comply with the Small Business Development Program requirements contained in the solicitation.
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; signing and submitting the bid is so certifying.
 - Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation.
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- e. A bidder may be requested to submit written evidence verifying that he/she meets the minimum criteria necessary to be determined a responsible bidder. Bids deviating or taking exceptions to the solicitation requirements will not be considered.

4. Preparation for Bid

- a. A bid shall be prepared on the forms furnished by HCC; shall be completed in ink, and shall be manually signed by an authorized official of the company. The person signing the bid shall initial any changes or erasures appearing on the bid forms. Bids submitted via e-mail or facsimile (fax) will not be accepted by HCC.
- b. A bid shall be submitted so as to be received no later than the exact date/time and at the place indicated in the solicitation, and shall be enclosed in a sealed envelope clearly identified as a bid with the project title, project number and bid opening date and time. The envelope shall also identify the name and address of the bidder and shall contain the bid security, if required, and other required documents.

5. Opening of Bids

- a. Bids will be publicly opened immediately following the time set for receipt in the solicitation. The bid prices will be read aloud for the information of bidders and others present.
- b. If HCC receives two or more bids from responsible bidders that are identical in nature and amount, the Board of Trustees shall review. The Board of Trustees may reject all bids, in the best interest of HCC.
- c. HCC reserves the right to reject any and all bids, to waive any informalities in bids received, and to reject all non-responsive or conditional bids.

6. Contract Award

Award of a contract, if awarded, will be made to the responsive and responsible bidder offering the lowest total bid price and offers the best value to the Houston Community College System and whose bid conforms to the solicitation documents.

HCC reserves the right to waive any technicalities or irregularities in the bid documents and consider the bid for award.

7. Taxes

HCC is tax exempt as a governmental subdivision of the State of Texas.

8. Small Business Development Program (SBDP)

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standards as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established **Best Effort** as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses.

The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:

- To the extent consistent with industry practices, divide the contract work into reasonable lots.
- Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- Document reasons for rejecting a firm that proposes or bids on subcontracting opportunities.

e. Small Business Compliance Review: To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and/or other HCC designated representative(s) at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

9. Prime Contractor/Contracts for Services

If the resulting contract is for services, the prime contractor must perform a minimum of 30% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of HCC.

10. Prohibited Communications

Except as provided in exceptions below, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any Trustee;
- Between any Trustee and any member of a selection or evaluation committee; and between any Trustee and administrator or employee.

The communications prohibition shall be imposed on the date that responses to the solicitation are due or received, whichever is first.

The communications prohibition shall terminate when:

- The contract is awarded by the Chancellor or his designee; or
- The award recommendations are considered by the Board at a duly-noticed public meeting.

In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

- Duly noted pre-bid or pre-proposal conferences.
- Communications with the HCC General Counsel.
- Emergency contracts.
- Presentations made to the Board during any duly-noticed public meeting.
- 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.
- 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.

11. Drug Policy

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

12. **Bid Submittals**

Each bidder must complete and return the following documents, if appropriate:

- Attachment No. 1 Bid/Award Form
- Attachment No. 2 Schedule of Items and Prices Form
- Attachment No. 4 Determination of Good Faith Effort
- Attachment No. 5 Small Business Unavailability Certificate
- Attachment No. 7 Contractor & First Tier Subcontractor/Supplier Participation Form
- Attachment No. 8 Non-Discrimination Statement
- Attachment No. 9 Certification & Disclosure Statement
- Attachment No. 10 State of Texas Affidavit Form
- Attachment No. 11 Business Questionnaire
- Attachment No. 12 Assurance of SBDP Goal
- Attachment No. 16 Conflict of Interest Questionnaire

The envelope containing a bid shall be addressed as follows:

- Name, Address and Telephone Number of Bidder;
- Project Description/Title;
- Project Number;
- Bid Opening Date/Time.

All bids shall be submitted to:

**Houston Community College System
Procurement Operations
3100 Main Street (11th Floor, Room #11A06)
Houston, Texas 77002
Reference: Project No. 07-33
Attn: Georgia Coats, Senior Buyer**

13. **Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCCS shall have the right to cancel the resulting contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, HCCS reserves the right to cancel the contract by giving the contractor a thirty (30) day written notice of its intention to cancel without penalty. Upon cancellation of the contract, HCCS shall not be responsible for any payment of any service or product received that occur after the of the current contract period. HCCS fiscal year begins on September 1 and ends on August 31st.

14. **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.) after a contract is awarded.

15. **Conflict of Interest**

If a firm responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in the contract resulting from this solicitation, the firm must disclose this to HCC. Persons submitting a response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 18, Conflict of Interest Questionnaire Form**. This completed form must be signed and submitted with the solicitation response.

16. **Bonding Requirements**

If a firm responding to this solicitation is awarded the contract, the firm will be required to provide bonds as follows:

- Payment Bond: The firm shall furnish a payment bond in the amount equal to one hundred percent (100%) of the contract amount if the contract amount is in excess of \$25,000.00.
- Performance Bond: The firm shall furnish a performance bond in the amount equal to one hundred percent (100%) of the contract amount if the contract amount is in excess of \$100,000.00.

All bonds must be executed by a corporate surety authorized to do business in the State of Texas and licensed in the State of Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- a. Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- b. Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

The bonds shall be submitted to HCC within fourteen (14) calendar days after receipt of the executed contract or a notice of contract award.

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE SYSTEM
INVITATION FOR BIDS
BID/CONTRACT AWARD FORM

PROJECT TITLE: Armored Car Transportation Services
PROJECT NO.: 07-33

Name of Bidder/Contractor: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Bid Amendments Number(s): _____

The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above referenced project for the bid amount(s) listed on the Schedule of Items and Prices, Attachment No. 2.

The undersigned certifies that the amount(s) contained in Attachment No. 2 have been carefully checked and are submitted as correct and final.

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ATTEST: _____
(Secretary, if Bidder is a Corporation)

SEAL:
(If Corporation)

ACCEPTANCE AND CONTRACT AWARD FORM

(This page to be completed by HCC.)

Purchase Order No. (Various Orders will be issued for payment purposes only).
Project No. 07-33

Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions of Purchase posted on the HCC website at www.hccs.edu, incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

HOUSTON COMMUNITY COLLEGE SYSTEM

Executed for and on behalf of the Houston Community
College System pursuant to approval by the Board of Trustees
on _____, 2007

Signed By: _____

Name: Michael Kyme
Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2

**SCHEDULE OF ITEMS AND PRICES
for
Armored Car Transportation Services**

The Bidder/Contractor agrees furnish all resources necessary to provide Armored Car Transportation Services to the Houston Community College in accordance with the Scope of Services and the Terms and Conditions of the Contract at the bid prices listed below.

<u>Item No.</u>	<u>Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Ext. Bid Price</u>
001	Pick-up Charge: 12 for System Administration Building and Neo Bakery/Market Address: 3100 Main (11 th Floor) Houston, Texas 77002	12	Month	\$ _____	\$ _____
002	Pick-up Charge: 12 for Central College (Central Campus) Address: 1300 Holman (2 nd Floor) Houston, Texas 77004	12	Month	\$ _____	\$ _____
003	Pick-up Charge: 12 for Central College (Willie Lee Gay Hall) Address: 1990 Airport @ Highway 288 Houston, Texas 77051	12	Month	\$ _____	\$ _____
004	Pick-up Charge: 12 for Central College (ACT Center) Address: 811 Dallas Street Houston, Texas 77004	12	Month	\$ _____	\$ _____
005	Pick-up Charge: 12 for Southwest College (West Loop Center) Address: 5601 West Loop South (1 st Floor) Houston, Texas 77081	12	Month	\$ _____	\$ _____
006	Pick-up Charge: 12 for Southwest College (Alief Center) Address: 13803 Bissonnet (1 st Floor) Houston, Texas 77083	12	Month	\$ _____	\$ _____
007	Pick-up Charge: 12 for Southwest College (Stafford Campus) Address: 9910 Cash Road (1 st Floor) Stafford, Texas 77477	12	Month	\$ _____	\$ _____

<u>Item No.</u>	<u>Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Ext. Bid Price</u>
008	Pick-up Charge: 12 Month for Southwest College (Gulfton Center) Address: 5407 Gulfton (1 st Floor) Houston, Texas 77081			\$ _____	\$ _____
009	Pick-up Charge: 12 Month for Northwest College (Westgate Center) Address: 1550 Foxlake Drive (1 st Floor) Houston, Texas 77084			\$ _____	\$ _____
010	Pick-up Charge: 12 Month for Northwest College (Town and Country Center) Address: 1010 West Sam Houston Parkway North (1 st Floor) Houston, Texas 77043			\$ _____	\$ _____
011	Pick-up Charge: 12 Month for Southeast College (Eastside Campus) Address: 6815 Rustic (1 st Floor) Houston, Texas 77087			\$ _____	\$ _____
012	Pick-up Charge: 12 Month for Southeast College (Health Science Center) Address: 1900 Galen Drive (2 nd Floor) Houston, Texas 77030			\$ _____	\$ _____
013	Pick-up Charge: 12 Month for Northeast College (Codwell Hall) Address: 555 Community College Drive (1 st Floor) Houston, Texas 77013			\$ _____	\$ _____
014	Pick-up Charge: 12 Month for Northeast College (Automotive Tech. Training Center) Address: 4638 Airline Drive (1 st Floor) Houston, Texas 77022			\$ _____	\$ _____
015	Pick-up Charge: 12 Month for Northeast College (Northline Mall Center) Address: 401 Northline Mall (1 st Floor) Houston, Texas 77022			\$ _____	\$ _____

<u>Item No.</u>	<u>Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Ext. Bid Price</u>
016	Pick-up Charge: for Northeast College (Pinemont Center) Address: 1265 Pinemont (1 st Floor) Houston, Texas 77018	12	Month	\$_____	\$_____
017	Unscheduled Pick-up Charge.	30	Each	\$_____	\$_____
018	Credit for Cancelled Pick-Up Trip.	10	Each	\$_____	\$_____

Total Bid Price (Item Nos. 001 thru 018): \$_____

ATTACHMENT NO. 3

SCOPE OF SERVICE

FOR

ARMORED CAR TRANSPORTATION SERVICES

I. GENERAL

- A. This Scope of Service covers the requirements for Armored Car Transport Services. The Contractor shall collect coins, checks, and currency from specified Houston Community College (HCC) facilities and deliver such collections to a **Bank of America** location to be designated by HCC. The Contractor shall also collect coin orders (i.e. quarters, nickels, etc.) from the bank and deliver the coins to the specified HCC facility on the next scheduled collection day.
- B. The Contractor shall furnish all personnel, materials, equipment, armored vehicles, supervision and management necessary and required to collect and transport money in accordance with designated security requirements, including insurance requirements, and the requirements of this Scope of Service.

II. REQUIREMENTS

A. Funds Collection Locations & Pick-up Schedule:

The Contractor shall collect sealed bags of coins and currency from the below HCC facilities, in accordance with the pick-up schedule specified herein for each facility.

- System Administration Building and Neo Bakery/Market
3100 Main Street (11th Floor)
Houston, Texas 77002
Contact Person: Ludy Espinoza, Head Cashier
Telephone: (713) 718-5011

Pick-up Schedule: Monday through Friday between the hours of 2:00 p.m. and 4:00 p.m.

- Central College (Central Campus)
1300 Holman (2nd Floor)
Houston, Texas 77002
Contact Person: Hellen Herrera Ortiz, Head Cashier
Telephone: (713) 718-6222

Pick-up Schedule: Monday through Friday between the hours of 2:00 p.m. and 4:00 p.m.

- Central College (Willie Lee Gay Hall)
1990 Airport @ Highway 288
Houston, Texas 77051
Contact Person: Hellen Herrera Ortiz, Head Cashier
Telephone: (713) 718-6222

Pick-up Schedule: Monday through Friday between the hours
of 12:00 p.m. and 2:00 p.m.

- Central College (ACT Center)
811 Dallas Street
Houston, Texas 77002
Contact Person: Hellen Herrera-Ortiz, Head Cashier
Telephone: (713) 718-6222

Pick-up Schedule: Monday through Friday between the hours
of 12:00 p.m. and 2:00 p.m.

- Southwest College (West Loop Center)
5601 West Loop South (1st Floor)
Houston, Texas 77081
Contact Person: Raquel Fangman, Cashier II
Telephone: (713) 718-7935

Pick-up Schedule: Monday through Friday between the hours
of 8:00 a.m. and 10:00 a.m.

- Southwest College (Alief Center)
13803 Bissonnet (1st Floor)
Houston, Texas 77083
Contact Person: Eka Ekpa, Cashier
Telephone: (713) 718-6910

Pick-up Schedule: Monday through Friday between the hours
of 12:00 p.m. and 2:00 p.m.

- Southwest College (Stafford Campus)
9910 Cash Road (1st Floor)
Stafford, Texas 77477
Contact Person: Stella Villarreal, Cashier II
Telephone: (713) 718-7841

Pick-up Schedule: Monday through Friday between the hours
of 12:00 p.m. and 2:00 p.m.

- Southwest College (Gulfton Center)
5407 Gulfton (1st Floor)
Houston, Texas 77081
Contact Person: Lilia Jimenez, Head Cashier
Telephone: (713) 718-7690

Pick-up Schedule: Monday through Friday between the hours
of 10:00 a.m. and 12:00 p.m.

- Northwest College (Westgate Center)
1550 Foxlake Drive
Houston, Texas 77084
Contact Person: Laura Cataldo
Telephone: (713) 718-5726

Pick-up Schedule: Monday through Friday between the hours
of 9:00 a.m. and 11:00 a.m.

- Northwest College (Town & Country Center)
1010 W. Sam Houston Parkway North (1st Floor)
Houston, Texas 77084
Contact Person: lex Garcia
Telephone: (713) 718-5419

Pick-up Schedule: Monday through Friday between the hours
of 11:00 a.m. and 1:00 p.m.

- Southeast College (Eastside Campus)
6815 Rustic (1st Floor)
Houston, Texas 77087
Contact Person: Kim T. Diep, Head Cashier
Telephone: (713) 718-7148

Pick-up Schedule: Monday through Friday between the hours
of 9:00 a.m. and 11:00 a.m.

- Southeast College (Health Science Center)
1900 Galen Drive (2nd Floor)
Houston, Texas 77030
Contact Person: Cesar Hernandez, Cashier II
Telephone: (713) 718- 7148

Pick-up Schedule: Monday through Friday between the hours
of 10:00 a.m. and 12:00 p.m.

- Northeast College (Codwell Hall)
555 Community College Drive (1st Floor)
Houston, Texas 77013
Contact Person: Savanna Ross, Cashier II
Telephone: (713) 718-8357

Pick-up Schedule: Monday through Friday between the hours
of 1:00 p.m. and 3:00 p.m.

- Northeast College (Automotive Tech. Training Center)
4638 Airline Drive (1st Floor)
Houston, Texas 77022
Contact Person: Natalie Ruiz, Campus Manager
Telephone: (713) 718-8107

Pick-up Schedule: Friday only between the hours 8:30 a.m. and 10:00 a.m.

- Northeast College (Northline Mall Center)
401 Northline (1st Floor)
Houston, Texas 77022
Contact Person: Bertha Lauve, Head Cashier
Telephone: (713) 718-8900

Pick-up Schedule: Monday through Friday between the hours
of 8:30 a.m. and 10:00 a.m.

- Northeast College (Pinemont I Center)
1265 Pinemont (1st Floor)
Houston, Texas 77018
Contact Person: Nancy Fullerton, Cashier
Telephone: (713) 718-8427

Pick-up Schedule: Monday through Friday between the hours
of 9:30 a.m. and 11:30 a.m.

B. Delivery of Funds to the Bank:

The Contractor shall deliver all currency and coins collected at HCC's facilities to **Bank of America's** vault located at 2710 Govenors Circle, Houston, Texas 77092, and obtain a signed delivery receipt from the bank. All currency and coins shall be delivered to the bank on the same day of collection. The Contractor shall furnish a copy of the signed delivery receipt to HCC's Manager of Cash Management on the next scheduled collection day.

C. Change in Pick-up or Delivery Schedule:

Houston Community College System may from time to time make changes in the delivery or pickup schedule or location. The Contractor shall change such scheduled delivery/pickup changes within seven (7) days of receipt of written notice from the Manager of Cash Management or designee.

D. Holidays Observed by HCC:

HOUSTON COMMUNITY COLLEGE customarily observes the following holidays and will not require the Contractor to pick up funds on these days unless otherwise specified or requested by the Manager of Cash Management or designee.

- Labor Day
- Thanksgiving
- Christmas Break – (Reduced pick-up at some locations may be required)
- Martin Luther King, Jr. Day
- President's Day
- Spring Break
- Easter Break
- Memorial Day
- Independence Day

E. Record of Collection:

The Contractor shall provide HCC with an adequate supply of approved receipt books for each pickup location. The Contractor shall sign for deposit bags collected at each pickup location, and provide a copy of the receipt to the authorized HCC representative at the pick-up location before leaving the premises.

F. Contractor's Employees:

All employees performing work under this contract shall be fully trained in all phases of Armored Car Transportation Services, and shall be fully bondable, without any felony convictions. The Contractor shall provide advance documentation to the Manager of Quality Assurance and Cash Control of the Finance & Administration Department that includes photographs of the employee(s) performing the collection services along with their names and signatures.

ATTACHMENT NO. 4

GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College System ("HCC") based on the terms and conditions contained therein. Bids do not become contracts until they are accepted by HCC through issuance of written purchase orders or other duly executed documents.

2. **Contract Term**

The Contract performance period shall be Five (5) years from the date of contract award, unless otherwise terminated by the Houston Community College System in accordance with the terms and conditions of this Contract. This Contract may be terminated by HCC with or without cause upon Ninety (90) calendar days prior written notice to the Contractor.

3. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in Harris County, Texas.

4. **Compliance with Laws**

The Contractor shall give all notices and comply with all Federal, State of Texas and local laws. Upon request, the Contractor shall furnish to HCC certificates of compliance with all such laws.

5. **Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1.

6. **Termination for Convenience**

HCC may, at its option and discretion, terminate or reduce the statement of work or other requirements of the contract at any time, without any default on the part of the contractor, by giving Ninety (90) calendar days written notice thereof to the Contractor.

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the Contractor, if the Contractor neglects to execute the work properly; performs in an unsatisfactory manner or fails to perform any provisions of the contract. In the event of termination for default, HCC shall have against the Contractor, all remedies provided by law and equity.

8. Ethics Conduct

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

9. Small Business Development Program (SBDP)

The Contractor hereby agrees put forth its best effort to attain small business in this contract.

10. Small Business Compliance

The Contractor shall meet with the HCC Buyer and the HCC Small Business Representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the small business goal stated in the contract, if any.

11. Prime Contractor/Contract for Services

If this contract is for services, the Contractor shall perform a minimum of 30% of the work with its labor force or demonstrate management of the work to the satisfaction of HCC.

12. Changes

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the Contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of HCC.

13. Insurance Requirements

The Contractor agrees to comply with the insurance requirements contained herein, if any.

14. Indemnification

The Contractor shall hold HCC, its agents, employees, trustees and other officers harmless from any claim or liability asserted against it by reason of the negligence of the Contractor, its agents, servants and employees in the performance of the Contract.

15. Independent Contractor

It is agreed and understood that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform the services required by the contract shall be deemed to be Contractor's employees or independent sub-contractors; that the Contractor's employees shall be paid by the Contractor;

and the Contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law.

16. Assignment

The Contractor may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of HCC. This Contract shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

17. Notices

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

Houston Community College System:	Contractor:
Procurement Operations	_____
Houston, Texas 77002	_____
ATTN: Michael Kyme,	_____
Executive Director, Procurement Operations	Attn: _____

18. Invoicing and Payment

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

Houston Community College System
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460

Reference: Project No. 07-33 and the applicable purchase order number(s).

Generally, payment will be made within thirty (30) calendar days after receipt of a properly prepared invoice or acceptance of the goods or services, whichever is later. Payment shall be considered made when HCC deposits the Contractor's payment in the mail or the date on which an electronic transfer of funds occurs.

19. Appropriated Funds

The purchase of any service or product under this contract beyond the initial contract period is contingent upon the availability of appropriated funds. HCCS shall have the right to cancel this contract at the end of the current fiscal year if funds are not allotted for the next fiscal year to continue this contract. If funds are withdrawn or do not become available, HCCS reserves the right to cancel this contract by giving the Contractor a thirty (30) day written notice of cancellation without penalty. Upon cancellation of this contract, HCCS shall not be responsible for any payment of any service or product received that occur after the end of the

current contract period.

20. **Entire Agreement**

This Contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Contract shall not be amended or modified, except by mutual written agreement between the parties hereto.

ATTACHMENT NO. 5

PROJECT NO. 07-33

**HOUSTON COMMUNITY COLLEGE SYSTEM
DETERMINATION OF GOOD FAITH EFFORT**

Bidder _____

Address _____

Phone _____ Fax Number _____

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

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

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

Signature of Bidder

Title

Date

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

I, _____, _____, of
 (Name) (Title)

_____, certify that on the date(s) shown, the small businesses listed herein were
 (Name of bidder's company) contacted to solicit Bids for Materials or Services to be used on
 Project #07-33

DATE CONTACTED	SMALL BUSINESS Name	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS
1.					
2.					
3.					
4.					
5.					
6.					

To the best of my knowledge and belief, said small business was unavailable for this solicitation, unable to prepare a bid or prepared a bid that was rejected for the reason(s) stated in the RESULTS column above.

The above statement is a true and accurate account of why I am unable to commit to awarding subcontract(s) or supply order(s) to the small business listed above.

NOTE: This form to be submitted with all Bidder documents for Waiver of small business participation. (See Instructions to Bidders)

Signature: _____

**ATTACHMENT NO. 7
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

**Houston Community College System
Procurement Operations/Small Business Representative
Post Office Box 667517
Houston, Texas 77266-7517
Ref: HCC Project No. 07-33**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

ETHNICITY

GENDER

LOCATION

- | | | |
|---|---------------------------------|--|
| <input type="checkbox"/> African American (AA) | <input type="checkbox"/> Male | <input type="checkbox"/> Houston (H) |
| <input type="checkbox"/> Asian Pacific American (APA) | <input type="checkbox"/> Female | <input type="checkbox"/> Texas (T) |
| <input type="checkbox"/> Caucasian (C) | | <input type="checkbox"/> Out of State (O) |
| <input type="checkbox"/> Hispanic American (HA) | | <input type="checkbox"/> Specify State |
| <input type="checkbox"/> Native American (NA) | | <input type="checkbox"/> Public Owned (PO) |
| <input type="checkbox"/> Other (O) Specify _____ | | |

BUSINESS CLASSIFICATION

- | | |
|---|--|
| <input type="checkbox"/> DBE Disadvantaged Business Enterprise | <input type="checkbox"/> SB Small Business |
| <input type="checkbox"/> WBE Women Owned Business Enterprise | <input type="checkbox"/> MBE Minority Business Enterprise |
| <input type="checkbox"/> HUB Historically Underutilized Business | <input type="checkbox"/> Other: _____ |

Please provide information regarding certifying agency (if any)

Name of Agency	Certificate Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT NO. 9

HOUSTON COMMUNITY COLLEGE SYSTEM

FIRST TIER SUBCONTRACTOR PAYMENT CERTIFICATION FORM

PROJECT NO./TITLE: Project No. 07-33/Armored Car Transportation Services

NAME OF SUBCONTRACTOR: _____

ADDRESS: _____

I hereby certify that the above firm has received payment on _____ from _____ in the
(Date) (Prime Contractor)
amount of \$ _____ as full payment of our Invoice No. _____ dated _____ for work performed
during _____ under Contract/Project No. _____.
(Enter Time Period)

Signature: _____

Name (Print or Type) : _____

Title: _____

Date: _____

Telephone: _____

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

**ATTACHMENT NO. 10
HOUSTON COMMUNITY COLLEGE SYSTEM
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: Project No. 07-33/Armored Car transportation Services

Reporting Period: From _____ To _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

List Subcontractor(s) name below.	Total Subcontract Amount	Amount Paid This Period	Total Paid to Date
Name: _____	\$ _____	\$ _____	\$ _____

I hereby certify that _____ (Prime Contractor) has made timely payments from proceeds of prior payments, and will make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____

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

ATTACHMENT NO. 11

NON-DISCRIMINATION STATEMENT

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, age, religion, gender, national origin or disability. The undersigned shall also take action to ensure that applicants are employed, and treated during employment, without regard to their race, color, religion, gender, age, national origin or disability. Such action shall include, but shall not be limited to the following: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship.

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

**ATTACHMENT NO. 12
CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

If a business entity: YES or NO

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2007

Notary Public for the State Of: _____

ATTACHMENT NO. 13

STATE OF TEXAS AFFIDAVIT

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, physical handicap, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and ensure nondiscriminatory employment practices.

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

Sworn to and subscribed before me at _____ Texas,

this the _____ day of _____, 2007.

Notary Public for the State Of: _____

**ATTACHMENT NO. 14
BUSINESS QUESTIONNAIRE**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. (Type or Print):

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

Do you or any officer, partner, owner, sales representative and/or spouse work for the Houston Community College System? _____ Yes _____ No

If yes, please specify: _____

State in which your home office / headquarters is located? _____

If headquarters is located out of state, does that state have preferential treatment on Bids?

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____
Title _____

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

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

ATTACHMENT NO. 15

ASSURANCE OF SBDP GOAL

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the **CONTRACTOR AND FIRST TIER SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = _____%

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 Bidder may be subject to the loss of the contract or the termination thereof resulting from this bid and could be ineligible for future HCC contract awards.

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 16

VENDOR APPLICATION INSTRUCTIONS

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

Please take a moment to go to the Houston Community College System Purchasing department website and register as a vendor. The website address to access the vendor registration form is http://216.119.142.201/HCCS/Supplier_Registration_Form.asp

Once you have completed your application, please print out a copy of the completed application and submit it with your completed bid package. If you do not have internet access you are welcome to use a computer at any HCC library to access the website and register.

ATTACHMENT NO. 17

**HOUSTON COMMUNITY COLLEGE SYSTEM
INSURANCE REQUIREMENTS**

The following coverage and limits are the minimum limits that the Contractor / Vendor are required to carry during performance of the contract for Armored Car Transportation Services, Project 07-33:

1. Commercial General Liability for Bodily Injury / Property Damage

Limits:

Occurrence / Personal Injury / Advertising / Products / Completed Operations	\$1,000,000. CSL
Annual Aggregate	\$2,000,000. CSL
Products Aggregate	\$2,000,000. CSL
Fire, Lightning or Explosion	\$1,000,000. CSL
Medical Expense	\$5,000 Per Person

2. Automobile Liability:

Bodily Injury / Property Damage	\$1,000,000. CSL
---------------------------------	------------------

3. Workers Compensation:

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

The following endorsements and other stated information are required on the Original Certificate of Insurance:

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Worker's compensation;
- Waiver of Subrogation on all policies;
- The assigned Project No. and/or Purchase Order Number.

The Original Certificated of Insurance shall be mailed to Houston Community College System Risk Management Office Post Office Box 667517 (MC-1119), Houston, Texas 77266, indicating the limits, coverage and endorsements as outlined above within 14 calendar days after receipt of written purchase order or some other duly executed contract document.

Note: CSL denotes "Combined Single Limit".

ATTACHMENT NO. 18

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the government entity. By Law this questionnaire must be filled with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 76.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of Person doing business with local government entity.

2 . Check this box if you are filing an update to a previous questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later that the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local government entity with respect to the expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local government entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
For vendor or other person doing business with local government entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to the Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10% or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7 _____
Signature of person doing business with the government entity Date

**Houston Community College System
Procurement Operations**



SAMPLE CONTRACT DOCUMENTS

By and Between

HOUSTON COMMUNITY COLLEGE SYSTEM

And

FOR

PROJECT NO. 07-33

SAMPLE CONTRACT EXHIBITS

**EXHIBIT A
BID / AWARD FORM**

Note: (Attachment No. 1 of this solicitation may become Exhibit A in the resulting contract.)

**EXHIBIT B
SCHEDULE OF ITEMS AND PRICES**

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

**EXHIBIT C
SCOPE OF SERVICES**

Note: (Attachment No. 3 of this solicitation may become Exhibit C in the resulting contract.)

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

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

**EXHIBIT E
CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

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

**EXHIBIT F
INSURANCE REQUIREMENTS**

Note: (Attachment No. 17 of this solicitation may become Exhibit F in the resulting contract.)