

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**REQUEST FOR PROPOSAL  
(EQUIPMENT)**

**TRUCK DRIVING SIMULATOR SYSTEM**

**RFP NO.: 16-39**

**ISSUED BY:**

Procurement Operations Department

**FOR:**

Continuing Education - Transportation

**PROCUREMENT OFFICER:**

Art Lopez, Sr. Buyer

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**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN:**

July 25, 2016 by 2:00 p.m. (local time)

**at**

Houston Community College

Procurement Operations Department

3100 Main Street, 11th Floor

Houston, Texas 77002

Ref: RFP 16-39 – Truck Driving Simulation System

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

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**NOTE: All noted Attachments are to be completed and submitted with Proposal, Attachments 1, 5 and 7 must be signed and notarized.**

**SOLICITATION SCHEDULE**

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

Solicitation Milestone	Date & Time
RFP released and posted to HCC's & ESBD's websites	June 24, 2016
Pre-Proposal Meeting	Not Applicable
Deadline to receive written question/inquiries	July 11, 2016 by 2:00 pm (local time)
Responses to written questions/inquiries (estimated)	July 13, 2016
Proposal Submittal Due Date	July 25, 2016 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	September 2016

**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 RFP and posted on Procurement Operations web site for your convenience.**

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## Section 1 – Project Overview & Scope of Services

### 1. Project Overview

The Houston Community College, (“HCC”) or (“College”) is seeking proposals from qualified firms to provide a Virage Commercial Truck Driving Simulation System, or Equivalent to be used for HCC’s Continuing Education Program located at HCC’s Northeast Campus, Houston, Texas. The exact scope of services required by HCC is set forth below. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide goods, equipment and services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

This specification covers requirements for furnishing and installing a **Virage VS600M Truck Driving Simulator System** or Equivalent at Houston Community College. Training should be provided for the Truck Driving Faculty, and the trainer should be installed and set-up in the classroom.

### 2. Scope of Services

The successful proposer (Contractor) shall be required to furnish all resources, services, labor, material, equipment, and supplies necessary and required to supply, deliver, install train and set in place (F.O.B Destination, Prepaid and Allowed) Virage Truck Driving Simulation System as described below, in accordance with the general terms and conditions and requirements set forth in this Solicitation.

Houston Community College desires a **Virage VS600M Truck Driving Simulator System** or Equivalent that meets the following required specifications:

- One (1) or more Driving Stations
- Equipped with Instructor Console or Work system
- Visual System driving station
- Sound System and computer system
- Four (4) High Definition LCD 55” flat screen displays for a 360 degree field of view
- One (1) Instructor Console
- Remote Controlled side-view mirror adjustment
- Pre-recorded Audio Scenario Description
- Truck Driving and CDL Scenarios
- Automatic and Manual Transmissions
- Comprehensive User Guide
- Three Days of On-Site Training for Instructors
- One (1) year warranty
- First year on-site domestic preventative maintenance service support.

## **Simulator Requirements**

The simulator should be self-contained with interactive computer generate imagery. Simulator should be delivered, installed, and fully tested as a **turnkey system**—including all software and hardware required to support the training and development of professional vehicle operators.

The simulator system shall be a complete, functional Operating system that has been factory assembled, wired tested, and is ready to operate upon installation within the user's facility. The Contractor shall be required to demonstrate the use and application of the Truck Driving Simulator System to ensure the delivered system operates as prescribed by the specifications herein.

The simulator should create a virtual driving world that provides an environment where trainees may drive. The database should be similar to the real world and include urban, suburban, rural, industrial areas with buildings and foliage typically found in these regions. Highways must be a part of the imagery allowing all of the driving areas to be integrated into one virtual world.

The simulator should provide training opportunities with respect to situation awareness, judgment and decision-making skills, vehicle maneuvering skills, and skills assessment for driver trainees in the safe operation of a truck. Software should include a variety of truck vehicle dynamics models. Simulated driving surfaces should include pavement, grass, gravel, and dirt/sand with traction and sound variations on each for both dry and wet conditions. Weather conditions should include clear, variable fog, rain, and snow/ice. Light conditions should be selectable by time-of-day period: day, night, or dawn/dusk. Sun glare to be provided when driving to the West at sunset and to the East at sunrise.

Operation of the simulator should be placed under the control of a trained instructor operator from the instructor console who will interact with and/or critique the driver trainee (as appropriate) to meet the training needs. The instructor should maintain control over weather and other real-time variables that affect road surface conditions, visibility, traffic situations, and vehicle performance.

## **System Components**

The simulator should be built using actual and/or representative parts and components. The simulator should include a driver's seat, active steering wheel, foot pedals, transmission selector, and other appropriate operational controls, gauges, indicators, and switches along with a simulated truck cab enclosure. All sight lines and angles required to safely operate a truck should be accurately represented to the student operator.

The simulator should include a real time computer system which: 1) simulates the functionality and dynamics of the vehicle, 2) controls "out-the-window" visual scenes and vehicle sounds as they relate to driving and student performance, 3) provides appropriate outputs to the trainee's dashboard instruments, 4) senses and responds to inputs via driver controls, 5) interfaces with the instructor operator station, and 6) provides realistic interaction with other driving stations networked in the same scenario.

The simulator must include high quality Computer Generated Imagery (GCI) subsystems that create a two-dimensional presentation of a three-dimensional geometric database. The driving simulator shall include at least four (4) flat screen displays consisting of a forward view, left side

view, right side window view and mirror images (both flat and convex for vehicles that utilize both) to present a continuous horizontal visual field-of-view of at least 240 degrees.

Simulated should include mirror images that are inset in the displays. The size and relative position of the mirror images should automatically change to correctly replicate the vehicle being simulated. All mirror images should be remotely adjustable by the driver in real time during any training scenario.

The simulator should include a surround sound system, which generates appropriate vehicle motor and other operational sounds of an actual truck. A radio (intercom) system should be integrated into the driving station. The radio can be used to support appropriate dispatcher/radio communications activity and training for the student driver through interaction with the instructor.

The instructor station should be able to be used to facilitate all training activities. The instructor should be able to control the operation of the simulator, select training scenarios, replay all or portions of the session to highlight good or bad driving performance, perform record keeping of individual training sessions and overall utilization. Intercom or radio equipment should enable the instructor to "role play" all pertinent radio communications to the student drivers.

### **Training Objectives**

The objective is to train vehicle operators in the driving skills, decision-making and radio communications (multi-tasking) skills essential to their jobs.

### **Basic Driving Skills**

The simulator should enable instruction and testing of basic driving skills such as driving on a variety of roadways, cornering, and all Commercial Driver License (CDL) maneuvers. This pertains to job applicants, newly hired drivers, re-training of current drivers, or problem drivers needing remedial training in these areas. In addition, the simulator should enable instruction and evaluation of other fundamental driver skills such as proper signaling, use of mirrors, and basic radio techniques while driving.

### **Maneuvering and Interacting with Traffic**

The simulator should enable instruction and testing for maneuvering in typical urban, suburban, rural and residential areas. Skills to include lane position management, maneuvering in vehicular and pedestrian traffic, adherence to posted and un-posted traffic laws, and forward planning.

### **Emergency Response Judgment and Decision Making**

The simulator should provide scripted scenarios for both training and evaluating judgment/decision-making skills such as intersection analysis, lane choice, speed, and vehicle positioning.

### **Vehicle Simulation**

The vehicle performance model should provide an accurate representation of all components of the vehicle being simulated. A full power train (engine, transmission, axle ratio); accurate vehicle brakes; a suspension system; plus the steering system are modeled.

The vehicle model should respond to forces dependent on vehicle speed, road friction conditions, and driver inputs. Vehicle models should react to the driver's inputs and provide the necessary data to the simulator to support an appropriate response from the instruments of the driving station.

The instructor should have the ability to select the vehicle type and also vary any available characteristic from the instructor operator station. The performance of the vehicle should change in response to the selected variable conditions and affects the handling and driving characteristics experienced by the student driver.

The instructor should also be able to selected vehicle equipment failures such as engine temperature, low air pressure, check engine, low fuel and steering axle tire blowout. All of which should be conveyed to the student in the same manner as an actual vehicle conveys them such as audible alarms, indicator lights, and/or vehicle performance responses.

### **Vehicle Dynamics**

The simulator's vehicle dynamics should allow for representative sizes and weights for straight and articulated trucks. The vehicle should handle correctly on all variations of road and surface conditions with variable loads. Turning radius, acceleration and deceleration characteristics should be correctly represented.

### **Response to Terrain Changes**

Driving on pavement/concrete, gravel, dirt, sand, and grass areas with dry, rain, snow/ice, and icy conditions produces the appropriate effects. Traction (acceleration and braking) should be correctly represented.

### **Radio Communications**

The simulator should include an integrated realistic radio communication unit. The instructor should have the ability to initiate/participate in a role play with the simulator drivers. The instructor should have the ability to communicate in real time with the simulator drivers through the radio communications unit. In addition, simulator drivers also have the ability to communicate with each other in linked training scenarios.

### **Transmission Selector**

The simulator should have a heavy duty manual transmission and/or a five speed automatic transmission. The Engine sounds should change as a function of gear and changes in engine speed (RPM). A brake application must be made to shift the simulated vehicle out of the neutral (N) position when using the automatic transmission.

### **Gauges and Dials**

The simulator should utilize actual and/or representative components for selected active controls and gauges. Minimum active controls include brake, accelerator, gear selector, turn signals, essential light switches, and essential indicator lights. Active gauges include speedometer, air pressure gauge, and various warning/indicator lights. Non-active gauges (such as fuel gauge and voltmeter) are set at an appropriate nominal readout position.

### **Vehicles/Pedestrians**

The virtual driving world should include unique vehicles that can interact with student vehicles. Various types of cars, trucks, buses and municipal vehicles should be included, as well as pedestrians including men, women and children. The system should also include animals that can interfere with driving such as dogs and deer.

### **Collision Detection**

The simulator software should define appropriate collision parameters for all objects in the visual database, including buildings, signs, fences, trees, and other vehicles placed in the visual scene. The software should detect any collision of the trainee vehicle with any other vehicle or object. The instructor should be able to repair a trainee vehicle after a collision and continue with training.

### **Computer Image Generation**

#### **Out-the-Window Scene**

The out-the-window scene should be correct for each simulated vehicle and changes automatically for each vehicle upon vehicle selection. Rearview mirrors are provided for views behind and to the sides of the trainee's vehicle. Each rearview mirror should represent the appropriate field of view the driver would see from the vehicle being simulated.

#### **Weather**

Weather affects driving surface conditions; the effects of rain, fog, and snow/ice on paved and unpaved surfaces should be included.

#### **Time of Day**

Time of day should be selectable from the Instructor Operator Station twenty-four hours a day in increments no greater than ten minutes. This allows training in various levels of light (and darkness). Sun glare should be provided in the early morning hours when driving to the East and in the evening when driving to the West.

### **Training Scenarios**

The following training scenarios should be provided to meet specified training objectives. The common driving world provides the ability to drive from any area to any other. A trainee should be able to begin a scenario in the city, drive through the suburbs, onto the highway, exit to the industrial area and end the scenario in the rural area. All streets, roads, and expressways should be designed in accordance with U.S. federal and state highway specifications for grade, width, curvature, and overpass height. All traffic control devices and highway markings should meet U.S. federal and state guidelines. All traffic signals (stop lights) should be fully functional.

Training scenarios specifically developed for truck driver training should be provided to include the following:

- Basic Driving Skills and Control Skills
- Maneuvering in Urban and Residential Areas
- City and City Expressway Driving Areas
- Suburban Driving Areas

- Country Driving Areas
- Light Industrial Driving Areas

### **Sounds**

The simulator should include a surround sound audio system that generates sound consistent with the visual scenes and drivers' actions. Should include, but not be limited to, sounds such as: squeal of tires, proper engine sounds, road noise, air brakes, sirens, horns, collision sounds, wind, rain, thunder, radio, and two-way radio.

### **Instructor Console**

The Instructor Console /Workstation should include a PC, keyboard, optical-mechanical mouse with a LCD 20" flat screen monitor and mouse. The computer system shall be professionally installed and all wires shall be concealed from view. The instructor will use this station to start and stop the simulator, select the vehicle type for the trainee, set environmental conditions (fog, rain, etc.), monitor the student's actions and skill level, initiate "replay" and "restart" features for the student, perform record keeping and scenario development.. The instructor console should provide a full-color windows format display and mouse selectable (point-and-click) menu-driven functions for easy operation. Instructor personnel should require only simple training in the functionality.

The Instructor Console /Workstation should allow for loading of operational programs, performing system maintenance, conducting diagnostics and troubleshooting, changing system level parameters, setting up the driving simulations, monitoring student driver actions and reactions to driving situations, recording student performance data and initiating system shutdown.

### **Student Evaluation**

Data records should be able to be stored in a database that will remain accessible from the Instructor Console. Data should be able to be sorted by categories such as date, student name, job class, instructor name, class type, or other criteria. Selected data should be able to be displayed at the Instructor Console for review at the time of session and in the future.

## **OTHER SPECIFICATIONS**

### **Facility Size Limitation**

The complete simulator system must fit in the designated simulator system room. The space available is 20' x 25' with a 10ft Ceiling Height. Please provide a detailed drawing showing the installation plan. The system will be arranged in a way that is functional for instruction.

The entire training system, when disassembled into components, can pass through a 36-inch wide by 80-inch high access opening.

### **Operating Temperature**

The operating temperature shall be 60° F to 80° F with preferred operating range less than 70° F.



## **Electrical Specifications**

### **Power**

The system must operate on 120 VAC +/-10%, 60 Hz, single phase electrical service and draws no more than 20 amps per each dedicated circuit.

### **Fusing**

Each power and control circuit shall be fused at an applicable rating.

### **Power Indicator**

A "power on" indicator light shall be visible on the Truck Driving Simulator System

### **Line Protection**

Cables, wires and wire bundles shall be installed in a manner to prevent abrasion, rubbing, strain, tension and malfunction due to induction between wires and cables and shall meet best commercial practices. Inter-connecting electrical lines of the system shall be routed through protective hardware. Any mounting hardware required shall be provided by the Contractor.

### **Delivery, Installation, and Training**

The simulator should include installation, testing, and training on all training modules required for the user's instructional staff to become proficient with the operation and maintenance of the installed system.

Training should include no less than: 1) routine system maintenance; 2) daily setup, operation and control of the delivered system; and 3) training on the use and application of the scenario included in the software. Instructor training shall be completed by an individual with several years' experience.

### **DELIVERY DATE -- 90 DAYS ARO**

Unless otherwise specified herein, all items shall be delivered no later than ninety days after contractor's receipt of the purchase order. If the HCC requests delivery sooner than the time specified, contractor may invoice the HCC any additional shipping charges approved by HCC on the purchase order.

### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED**

After award, all deliveries shall be made, F.O.B. Destination, full freight prepaid and allowed and all services provided to the following address, unless otherwise specified:

**Houston Community College  
Northeast Campus  
555 Community College Drive  
Houston, Texas 77013**

### **DELIVERY DATE -- PURCHASE ORDER**

All items shall be delivered within 90 days after receipt of purchase order from Houston Community College. The Contractor must provide delivery dates and schedule in detail and processes for delivery, installation, set-up calibration and training.

## **INSTALLATION**

Contractor shall install all items acquired pursuant to this contract as follows: Equipment must be delivered and installed 90 days after receipt of purchase order.

## **OPERATIONAL MANUALS**

Unless otherwise specified, contractor shall provide one operational manual for each item acquired.

## **QUALITY -- NEW**

All items must be new.

Alternative bids may be submitted for any Demo or Pre-Owned equipment. Both Demo and Pre-owned equipment must be certified by the manufacturer

## **Document Submission**

It is mandatory that the bidder/proposer submit product literature with the proposal. Literature must include construction details so that a comparison of the standard quality can be made.

## **TRAINING**

Upon request, contractor shall demonstrate equipment within one week of installation of the equipment. The Contractor must describe in their response and in detail the level of training to be provided for the operation of the simulator.

## **DISPOSAL OF PACKAGING**

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

## **PURCHASING CARD**

Contractor agrees to accept payment by the Houston Community College Procurement Card for no extra charge. The Procurement Card is issued by MasterCard. The purchasing card allows the College to make authorized purchases from a vendor without the requirement to issue a purchase order.

## **SHIPPING / RISK OF LOSS**

F.O.B. Destination- Destination is the shipping dock of Houston Community College Northeast Campus, the designated receiving site, or other location, as specified on the Purchase Order.

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

A full one-year warranty should be provided after delivery and installation of the system. The first year warranty should include all parts and labor, including all necessary on-site labor and all travel expenses for technicians. Routine preventive maintenance visits should also be provided.

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

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.

### **One year Support**

The service shall start at the end of the warranty period and shall include:

- Access the successful contractor's technical team to obtain online support for the operation of the simulator;
- Remote troubleshooting capability; and
- Include all travel cost in connection with the annual support services, if required shall be included.

### **Added Value**

HCC is interested in maximizing the value of expenditures as it relates to achieving additional value that would further benefit HCC and its operation, as well as its community of citizens and their tax based funding. As such, bidders are encouraged to consider, develop and propose added value concepts, programs, components and the like that would further enhance the proposed acquisition represented in this solicitation request.

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## Detailed Specifications

The simulation system and related accessories shall have items and applications listed below:

### System Description

#### A. Virage-VS600M Trucking Simulator System or Equivalent

- 1) Actual truck seat (air powered), seat belt, steering components and controls, pedals and shiftwer knob;
  - 2) 10-, 13- and 18-speed manual transmission, 18-speed Eaton-Fuller shifter knob (gear ratios software selectable);
  - 3) Selectable, automatic or manual transmission;
  - 4) Digital instrument cluster (LCD tactical screen);
  - 5) Three channel visual system, 46 inch LED high- resolution displays, 1920 x 1080 pixels, 120 Hz refresh frequency, 180-degree visual field of view;
  - 6) Simulation of the left and right side mirrors (standard + convex on each side);
  - 7) Front mirrors (2);
  - 8) Active force feedback on the steering with mechanical hard stop;
  - 9) Sound System;
  - 10) Tractor semi-trailer configuration and
  - 11) Dump truck.
- Visual scenes:
    - 1) Simton, urban area;
    - 2) Highway, rural and highway roads;;
    - 3) Simhill, mountainous environment (asphalt, snow, dirt)
    - 4) Country side (rolling hills);
    - 5) Practice field and
    - 6) CDL test.
  - Simulation Scenario library including scenarios with guidance and feedback for:
    - 1) Shifting;
    - 2) Backing-up; and
    - 3) Turns.
  - Additional Features:
    - 1) Larger visual display (55-inch);
    - 2) Simulation 3-axis motion/vibration system;
    - 3) Providing compact motion: The vibration system shall provide additional pitch and roll cues to the driver as the vehicle starts, rolls along and stops moving.
    - 4) Shifting, training program;
    - 5) Backing-up, training program;
    - 6) Turns, training program;
    - 7) Fuel Efficiency, training program;
    - 8) Pneumatic brake system active schematic with associated set of selectable malfunctions (faults such as leak, slow compressor, etc.) corresponding to the pre-trip inspection;
    - 9) CDL test scenarios;
    - 10) One-year bumper to bumper warranty on hardware and software; and
    - 11) Packing, shipping, on-site Technical Training and Train the Trainer (3 days).

**B. Virage - VS60-S Shifting Simulator, or Equivalent:**

- 1) Complete with shifter training program;
- 2) Shall provide all gear ratios and transmission types available on the market can be simulated, including 4,5, 6, 8, 9, 10, 13, 15 and 18 speed transmissions, with or without ranger and splitter;
- 3) Shall consist of a functional driver environment with the necessary controls to drive and practice shifting;
- 4) Air Seat: Shall include adjustable steering column (height, tilt) clutch, rake and fuel pedals 18-speed shifter;
- 5) Shall consist of a Full set of dashboard instruments, gauges and warning lights are simulated graphically, allowing the user to select different truck types or cabin configurations without the need to change any hardware.
- 6) Visual System: 60-degree field of view and high-end large visual displays with a resolution of 1920 X 1080 pixels High-quality visual scenes provide realistic cues for speed and distance perception.

**C. Virage - VS600M Enhanced Student Tracker or Equivalent:** Shall enable the monitoring on all simulators.

- 1) Complete with tracker program.
- 2) Shall provide an overview of the training sessions performed by each driver, the level of completion and the associated scores where applicable. The display shall provide a more detailed drill down approach for all information captured by the simulator in an understandable format while keeping an overall view of the group and the learner's overall progression.

As a means of reference for the type of equipment, features and options HCC intends on purchasing, proposers are encouraged to visit the following website:

<http://www.bing.com/search?q=truck+driving+simulation+system&src=IE-TopResult&FORM=IETRO2&pc=U313&conversationid=>

NOTE: THE ABOVE REFERENCED WEBSITE IS FOR ILLUSTRATION PURPOSES ONLY. HCC IS ACCEPTING PROPOSALS FOR SIMILAR VIRAGE TRUCK DRIVING SIMULATION EQUIPMENT WITH COMPARABLE FEATURES. THE COMMERCIAL TRUCK DRIVING SIMULATION SYSTEM IS TO BE USED FOR INSTRUCTIONAL PURPOSES AT OUR CONTINUING EDUCATION PROGRAM LOCATED AT HCC'S NORTHEAST COLLEGE, HOUSTON, TEXAS.

Bidder wishing to bid Demo or Pre-Owned equipment as alternate to new equipment must submit alternate proposal clearly labeled as "Alternate Bid - Demo or Pre-Owned Equipment."

Bidder may bid Demo or Certified Pre-Owned equipment as an alternate bid, if bidding Demo or Certified Pre-Owned equipment it must be certified by the manufacturer and come with a warranty equal to new equipment. Documentation and specification, as well as, age, hours of use and certified maintenance log for each unit proposed (uniquely identified by OEM serial number) must accompany any bid for Demo or Certified Pre-Owned equipment.

Bidder must include detailed product description, specification cut sheets, warranty and maintenance and table comparing features for any equivalent equipment proposed in response to this solicitation.

The contract term for contract(s) awarded resulting from this solicitation, if any, will be for a one time purchase for the equipment with the option to purchase any maintenance and support following the warranty period.

HCC reserves the right to request additional information on any equivalent equipment proposed in response to this solicitation.

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**Section 2 – Price Proposal**

**1. Instructions**

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.

**2. Total Cost**

Item	Description	Make/Model No:	Quantity	Unit Price	Extended Price
001	Truck Driving Simulation System, as per Specification herein.	Virage - VS600M or Equivalent	1	\$	\$
002	Shifting Simulator, as per Specification herein.	Virage - VS60-S or Equivalent	2	\$	\$
003	Student Tracker System, as per Specification herein.	Virage - VS600M or Equivalent	1	\$	\$
004	Additional One-Year Support after the Warranty Period.	Required	1	\$	\$
005	Training Fee (if applicable)	On-Site	1	\$	\$
<b>TOTAL</b>					<b>\$</b>

**If Contractor plans to provide pricing for Refurbished, Demo or Pre-Owned Equipment, submit pricing on a separate document.**

**3. Delivery Date**

Estimated Delivery Date: \_\_\_\_\_

**4. Extended Maintenance Cost**

Proposed annual maintenance cost following manufacturer warranty period.

- a. Year 1 \$ \_\_\_\_\_
- b. Year 2 \$ \_\_\_\_\_
- c. Year 3 \$ \_\_\_\_\_
- d. Year 4 \$ \_\_\_\_\_
- e. Year 5 \$ \_\_\_\_\_

**5. Price Evaluation**

Price points shall be calculated based on the following formula:

$$\text{Lowest Total Proposed Cost} / \text{Proposer's Total Proposed Cost} \times \text{Available Price Points} = \text{Price Score}$$

**6. Price Proposal Signature**

The information in this RFP 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:	_____

## Section 3 – Proposal Evaluations

### 1. Evaluation Criteria

An Evaluation Committee (“Committee”) will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Available Points</b>
Firm’s Qualification and Experience (Section 4.5.c - Tab 1)	<b>10</b>
Demonstrated Qualifications of Personnel and Team (Section 4.5.d - Tab 2)	<b>10</b>
Proposed Approach and Methodology (Section 4.5.e - Tab 3)	<b>10</b>
Past Performance & References (Section 4.5.f - Tab 4)	<b>15</b>
Price Proposal (Section 4.5.g - Tab 5)	<b>55</b>
Small Business Practices (Section 4.5.h - Tab 6)	Best Effort
<b>Total Points</b>	<b>100</b>

### 2. Eligibility for Award

In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

- f. Responsible proposers, at a minimum, must meet the following requirements:
  - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
  - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - iii. Have a satisfactory record of past performance;
  - iv. Have necessary personnel and management capability to perform any resulting contract;



- v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - vi. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency; and
  - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- g. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- h. 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.
- i. 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 5.16 - Prohibited Communications and Political Contributions.
- j. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

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## Section 4 – Instructions to Proposers

### 2. General Instructions

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of HCC.
- c. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d. Proposals, which are qualified with conditional clauses, or alterations, or items, not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCCs needs.
- f. HCC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCCs best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal/Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

### 3. Preparation and Submittal Instructions

All Attachments noted in Section 6 are to be completed and submitted with Proposal, Attachments 1, 5 and 7 must be signed and notarized.

### 4. Document Format and Content

- a. Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b. Responses to this RFP must include a response to the proposal requirements set forth in the Scope of Work/Services, above.
- c. Page Size, Binders, Dividers, and Electronic Copy
- d. Proposals must be typed on letter-size (8-1/2" x 11") paper. HCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.
- e. Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- f. Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- g. Number of Copies: Submit one (1) original printed and one (1) electronic copy of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your price proposal. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
  - a. Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Solicitation Schedule.
  - b. The envelope containing a proposal shall be addressed as follows:
    - i. Name, Address and Telephone Number of Proposer;

- ii. Project Description/Title; Project Number; and Proposal Due Date/Time.
- c. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- d. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

**5. Proposer Response**

General: Your Technical Proposal should clearly define (i) your Firm's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Services, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

- a. Cover letter  
The cover letter shall not exceed 1 page in length, summarizing key points in the proposal and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

**Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.**

- b. Table of Contents  
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.
- c. Tab 1: Firm's Qualification and Experience
  - i. Qualifications & Experience of the Firm:  
Provide a brief description of your firm, including the total number of supporting personnel related to providing the goods and services of the type and kind required in this RFP. of the type and kind required in this RFP.
  - 1. Provide firm's principal(s) and staff commitment in providing the goods required in this solicitation.
  - 2. Provide firm's overall ability in providing the related installation, support and ongoing

maintenance services for the goods required in this solicitation.

- 3. Demonstrate firm's understanding, knowledge and experience of the project requirements.
- 4. Provide examples of your firm civic activities including awards and recognitions.
- ii. Provide a detailed list where your firm has provided goods and services of the type and kind required in this RFP during the past 3 years including but not limited to public and private organizations including: state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, or other special authorities and districts.

HCC may verify all information furnished. As a minimum, include the following per project experience:

- 1. Project Name, Location – Year Completed.
- 2. Brief project description describing your experience, work performed by your firm and work subcontracted.
- 3. Owner's Name, title, and current phone number.
- 4. Identify firm's role; completion date; and contract name(s).
- 5. The methods of delivery used and how the firm maintains quality control.
- 6. Provide documented experience in providing the types of services described herein especially related to community or junior college project experience or higher education facilities experience and with regard to accomplishment of past projects involving goods and services of the type and kind required in this RFP. List if firm was prime or subcontractor.

d. Tab 2 – Demonstrated Qualifications of Personnel and Team

This section should discuss the proposed designated staff of the responding firm (key personnel) committed to this project and providing the services described in this solicitation.

- i. Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the goods and services described in the Scope of Services. Please include the following:
  - 1. A brief description of their unique qualifications as it pertains to goods and services of the type and kind required in this RFP.
  - 2. Designate the individual, who is authorized to sign and enter into any resulting contract.

e. Tab 3 – Proposed Approach & Methodology

This section should describe and discuss your proposed approach and methodology in providing the goods and services of the type and kind required in this RFP.

Community College during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with HCC or as a subcontractor under a project.

- i. Proposer shall respond to all requirements and questions noted in Section 1.
  - ii. Provide a detailed implementation/project plan with projected start and end dates of completion for each task from delivery of equipment through training and final acceptance of equipment by HCC. List any required HCC resources or expectations needed in order to meet the proposed timeline.
  - iii. Quality: Please identify the key metrics you propose to use to measure your performance in delivering goods and services of the type and kind required in this RFP to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer.
  - iv. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
  - v. Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.
- f. Tab 4 - Past Performance and References  
This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.
- i. Provide contact information for the list of projects noted in Tab 1 above, HCC may verify all information furnished.
  - ii. Describe lessons learned from previous projects for goods and services of the type and kind required in this RFP that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
  - iii. Provide a list of any work that your firm may have completed for Houston
- g. Tab 5 – Price Proposal  
The Proposer/Contractor shall furnish all resources and services necessary and required to provide the goods and services of the type and kind required in this RFP, in accordance with the Scope of Services, and the governing terms and conditions for the proposed price(s) listed in Section 2 – Price Proposal.
- i. Please include a description of any discount offered to HCC and an outline of any other fees or charges.
  - ii. For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.
- h. Tab 6 - Small Business Practices  
This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.
- i. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
  - ii. For this Project HCC has a small business participation goal of **Best Effort**.
  - iii. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
  - iv. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including

your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.

- v. Provide a reference list of all customers noted in Tab 1 above that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.

i. Tab 7 - Firm's Financial Status

- i. Please provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
- ii. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

j. Tab 8 – Required Attachments

This section shall include all Attachments noted in Section 6, all forms shall be completed, signed and submitted with Proposal. Attachments 1, 5 and 7 must be signed and notarized.

*Balance of page intentionally left blank.*

## Section 5 – General Information

**PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

### 1. General Information

Houston Community College's service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City. The System is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate degree.

Houston Community College serves its students each semester, by offering associate degrees, certificates, academic preparation, workforce training, and lifelong learning opportunities that prepares students in our diverse community to compete in an increasingly technological and international society. Houston Community College plays an integral role in transforming the lives of its students and making our community work.

More information regarding HCC can be found in the annual [HCC Fact Book](#).

*HCC Mission* - Houston Community College is an open-admission, public institution of higher education offering a high-quality, affordable education for academic advancement, workforce training, career development, and lifelong learning to prepare individuals in our diverse communities for life and work in a global and technological society.

*HCC Vision* - Houston Community College will be a leader in providing high quality, innovative education leading to student success and completion of workforce and academic programs. We will be responsive to community needs and drive economic development in the communities we serve.

Additional information about Houston Community College may be found by visiting [HCC Website](#).

Visit the [HCC Procurement Operations Department website](#) to get more information on this and other business opportunities. While at our website we invite you to [Register as a Vendor](#), if already registered, please confirm your contact information is current.

### 2. Overview

The Houston Community College, ("HCC") or ("College") is seeking proposals from qualified firms in accordance with the Scope of Services noted above. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide goods, equipment and services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

HCC reserves the right to make single, multiple or no award for the goods or services described herein and as deemed in its own best interests.

HCC reserves the right to reject any or all proposals or to accept any proposals it considers most favorable to HCC, or to waive irregularities in the Request for Proposal (RFP) and submittal process. HCC further reserves the right to reject all proposals or submittals and terminate the solicitation process or seek new proposals when such procedure is reasonably in the best interest of HCC.

This RFP solicitation does not in any way obligate HCC to award a contract or pay any expense or cost incurred in the review and submission of proposals responding to this RFP.

All applicable attachments contained in the RFP shall be completed. Failure to do so may result in the firm's proposal or submittal being declared non-responsive to the solicitation requirements.

Information provided in response to the RFP is subject to the Texas Public Information Act and may be subject to public disclosure.

By submitting its proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of "most-qualified" and "best valued" firm(s) will require subjective judgments by the Evaluation Committee.

Any exceptions taken to the terms of the RFP must be specific, and the respondent must indicate clearly what alternative is being offered to allow HCC a meaningful opportunity to evaluate and rank proposals and implications of the exception (if any).

Where exceptions are taken, HCC shall determine the acceptability of the proposed exceptions. HCC may accept or reject the exceptions. Where exceptions are rejected, HCC may insist that the respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, HCC is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted all terms and conditions to which no exceptions have been taken.

The RFP provides information necessary to prepare and submit proposals or responses for consideration by HCC based on the listed criteria. HCC may request additional clarification and oral interviews solely on the written responses to this request for proposals.

### 3. Award / Contract Approval

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in the Scope of Work/Services and this RFP.

### 4. HCC Contact

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual. HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later than the date and time specified above.

### 5. Inquiries and Interpretations

Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment) and all addenda will be posted on the HCC Website [www.hccs.edu](http://www.hccs.edu). All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, 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 of this RFP (Proposal/Contract Award Form).

### 6. Commitment

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further

Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

### 7. Acquisition from Other Sources

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire goods and services of equal type and kind from other sources during the term of the agreement without invalidating in whole or in part, the agreement or any rights or remedies HCC may have hereunder.

### 8. Vendor Registration

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

Please take a moment to go to the Houston Community College Procurement Operations Department website and register as a vendor. The website address to access the vendor registration form is <https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

If you do not have internet access, you are welcome to use a computer at any HCC library to access the website and register.

### 9. Obligation and Waivers

**THIS RFP IS A SOLICITATION FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.**

**A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITION OF CONTRACT AWARD.**

**THIS REQUEST FOR PROPOSAL DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE PROPOSER IN THE PREPARATION AND SUBMITTAL OF A PROPOSAL.**

**HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

**HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL. HCC**

RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES AND/OR TECHNICALITIES IN THIS SOLICITATION, THE PROPOSAL DOCUMENTS AND /OR PROPOSALS RECEIVED OR SUBMITTED.

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

HCC RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.

HCC RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS INCLUDING SCOPE, STAFFING LEVELS, AND FEES WITH THE HIGHEST RANKED RESPONDER. IF AGREEMENT CANNOT BE REACHED WITH THE HIGHEST RANKED RESPONDER, HCC RESERVES THE RIGHT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED RESPONDER AND SO ON UNTIL AGREEMENT IS REACHED. WHEN AN AGREEMENT IS REACHED, HCC WILL SUBMIT ITS RECOMMENDATIONS TO THE BOARD OF TRUSTEES FOR APPROVAL AND AWARD OF THE CONTRACT.

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.

**10. 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 proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

**11. Postponement of Proposals Due Date/Time:**

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCCs discretion.

**12. Oral Presentations:**

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to HCC. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

**13. Small Business Development Program (SBDP):**

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

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program, however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

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

HCC recognizes certification by the following governmental and private agencies: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews.

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:

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

**14. Prime Contractor/Contracts for Services:**

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

**15. Internship Program:**

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact the Procurement Operations Department at 713-718-5001.

**16. 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.

**17. Drug Policy:**

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

**18. 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 Contractor 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 Contractor Employees. The contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

**19. 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.

**20. Appropriated Funds:**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCC's fiscal year begins on September 1 and ends on August 31st.

**21. Conflict of Interest:**

If a firm, proposer, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 6, Conflict of Interest Questionnaire Form, and Attachment No. 7, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: **Attachment No. 6 and Attachment No. 7** 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.

**22. 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.

**23. No Third Party Rights:**

This Contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

**24. 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 Respondent's submittal, in writing, of a reason acceptable to HCC.

**25. Validity Period:**

Proposals are to be valid for HCC's acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Agreement.

**26. Terms and Conditions:**

The [HCC Terms and Conditions of Purchase Order](#) shall govern any Purchase Order issued as a result of this solicitation.

Bidders may offer for HCC's consideration alternate provisions to the Terms and Conditions. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. Bidder's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

**27. 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.

**28. Indemnification:**

Contractor 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 Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor 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.

**29. Delegation:**

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$75,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$75,000. 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 bids, 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.

*Balance of page intentionally left blank.*

**Section 6 – Required Attachments**

**Proposers shall complete all noted Attachments and submit with Proposal, Attachments 1, 5 and 7 must be signed and notarized.**

<b>Attachment Number</b>	<b>Attachment Title</b>
Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer's Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interests

*Balance of page intentionally left blank.*

**ATTACHMENT NO. 1  
CONTRACT AWARD & PRICE FORM  
HCC PROJECT NO. RFP 16-39**

**PROJECT TITLE:** Truck Driving Simulation System

**PROJECT NO.:** RFP 16-39

**Name of Bidder/Contractor:** \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_  
**(Note: please refer to Section 5.8 Vendor Registration)**

**Address:** \_\_\_\_\_

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

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

In compliance with the requirements of this Request for Proposal for providing \_\_\_\_\_, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical Proposal and Price Form dated \_\_\_\_\_ and as mutually agreed upon by subsequent negotiations, if any.

The undersigned 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 RFP 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 bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid 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.

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

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

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

**ATTACHMENT NO. 2  
DETERMINATION OF GOOD FAITH EFFORT  
HCC PROJECT NO. RFP 16-39**

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 as directed below:

Section 1.

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the Bidder must determine what portion(s) of work, including goods or services, will be subcontracted. Check the appropriate box that identifies your subcontracting intentions:

\_\_\_\_\_ Yes, I will be subcontracting portion(s) of the contract.  
(If Yes, please complete Section 2, below and Attachments No. 3 and No. 4)

\_\_\_\_\_ No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.  
(If No, complete Section 3, below.)

Section 2.

In making a determination that a good faith effort has been made, HCC requires the Bidder to complete this form Section 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 subcontracting a portion of the work and 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.

Section 3

SELF-PERFORMANCE JUSTIFICATION

If you responded "No" in SECTION 1, please explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

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\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 3  
 SMALL BUSINESS UNAVAILABILITY CERTIFICATE  
 HCC PROJECT NO. RFP 16-39**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Name of Bidder's Company)

Certify that on the date(s) shown, the small businesses listed herein were contacted to solicit Proposals for Materials or Services to be used on this project.

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 proposal or prepared a proposal that was rejected for the reason(s) stated in the RESULTS column above.

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

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

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





**ATTACHMENT NO. 5  
BIDDER CERTIFICATIONS  
HCC PROJECT NO. RFP 16-39**

**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 Bidder 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 Bidder, 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 Bidder 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, 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.

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 \_\_\_\_\_, 2016.

\_\_\_\_\_

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



**EXHIBIT 2 - TO ATTACHMENT NO. 5  
PROHIBITED CONTRACTS/PURCHASES  
HCC PROJECT NO. RFP 16-39**

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. 6  
CONFLICT OF INTEREST QUESTIONNAIRE  
HCC PROJECT NO. RFP 16-39**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p>For vendor doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p align="center"><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">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 align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p align="center">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 align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p><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 align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="center">_____ Date</p>	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

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

**ATTACHMENT NO. 7  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
HCC PROJECT NO. RFP 16-39**

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 of 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: BIDDER 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."**

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713) 718-2099

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

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

Notary Public of the State of:

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