



**Procurement
Operations**

Request for Proposals (RFP)

For

**Landscaping and Grounds
Maintenance Services**

Project No. 12-49

REQUEST FOR PROPOSALS

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HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: August 13, 2012

Project Title: Landscaping and Grounds Maintenance Services

Project No.: 12-49

.....
ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Shiela Perla, CPPO
Title: Senior Buyer
Telephone: (713) 718-5014
Fax: (713) 718-2113
Email: shiela.perla@hccs.edu
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1. Project Overview:

Houston Community College ("HCC") is seeking proposals from qualified firms to provide comprehensive landscaping and grounds maintenance services throughout the HCC District. The awarded firm(s) shall enter into a multi-year contract with HCC as described in Attachment No. 1 Scope of Services, and in accordance with the terms, conditions, and requirements set forth in the Request for Proposal (RFP).

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.

2. 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 Instructions to Proposers, Section 22, Terms and Conditions.

3. Pre-Proposal Meeting: Mandatory Not mandatory Not Applicable

A pre-proposal meeting and site walkthrough will be held at Northeast College, Codwell Hall Amphitheatre, 555 Community College Drive, Houston, TX 77013 on Tuesday, August 28, 2012 at 10:00 AM (local time).

4. Proposal Due Date/Time:

HCC will accept sealed proposals in original form to provide the required Landscaping and Grounds Maintenance Services and Services **until 3:00 PM (local time) on Wednesday, September 12, 2012**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th

Floor, Room 11A06), Houston, Texas 77002. Late Proposals will not be considered under any circumstances.

5. Contract Term:

It is anticipated that the Landscaping and Grounds Maintenance Services awarded resulting from this solicitation, if any, will be up to three (3) years with two (2) one-year renewal options as determined by HCC. At the end of the term all property improvements would become the property of HCC based on the terms of the negotiated contract.

6. 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 **Wednesday, September 05, 2012.**

7. 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 parties recorded by HCC as having received a copy of the RFP will be notified of the addendum; and all addenda will be posted on the HCC Website. 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 bound by and responsible for any and all requirements and information required therein. Firms receiving this proposal other than directly from HCC are responsible for notifying HCC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an amendment is issued.

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.

8. Commitment: Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for Landscaping and Grounds Maintenance Services and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value (\$) of Landscaping and Grounds Maintenance Services 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.

9. Acquisition from Other Sources:

HCC reserves the right and may, from time to time as required by HCC's operational needs, acquire Landscaping and Grounds Maintenance 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.

10. 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.

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

11. Obligation and Waivers:

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

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 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.

12. Inter-local/Cooperative Purchase:

The bidder/proposer agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, State of Texas educational institutions) authorized by State law to participate under cooperative procurement contracts or Interlocal

Agreements with the following understandings:

- Unless specifically stated otherwise, any volume of products or services stated in this RFP document reflects only products or services to be purchased by HCC and does not include potential purchases by other entities;
- The awarded bidder shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity's access to the agreement.
- Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity;
- HCC shall not be held liable for any costs, damages or other obligations incurred by any participating entity.
- It is the entity's decision whether or not to enter into an agreement with the awarded bidder/proposer.
- Any purchases made by an entity shall be in accordance with each entity's purchasing policy and procedures.

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INSTRUCTIONS TO PROPOSERS

1. 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 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 HCC's 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 HCC's 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/Contract Award Form (ref. Attachment No. 3). 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.

2. Preparation and Submittal Instructions:

Respondents must complete, sign, and return the following documents, as required:

- Schedule of Items and Prices (Attachment No. 2)
- Proposal /Contract Award Form (Attachment No. 3)
- Proposer Questionnaire (Attachment No. 4)
- Determination of Good Faith Effort Form (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)

- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 7)
- Small Business Development Questionnaire (Attachment No. 8)
- Proposer's Certifications (Attachment No. 9)
- Conflict of Interest Questionnaire (Attachment No. 10)
- Financial Interests and Potential Conflicts of Interests (Attachment No. 11)

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 Section 4, below.

c. Page Size, Binders, Dividers and Electronic Copy

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.

d. 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.

e. Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

f. Number of Copies

Submit one (1) original and 5 copies of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on one (1) complete set of your Proposal documents. Additionally, your submittal shall include one (1) electronic version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format.

g. Submission

One (1) original and all required copies of the Proposal, must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in The Request For Proposal-Summary above, Section 4, Proposal Due Date/Time and delivered to:

Houston Community College
 Procurement Operations Department
 3100 Main Street (11th Floor)
 Houston, Texas 77002
 Ref: Project No. 12-49

Attn: Shiela Perla, CPPO

g.1 The envelope containing a proposal shall be addressed as follows:

Name, Address and Telephone Number of Proposer;
Project Description/Title;
Project Number; and
Proposal Due Date/Time.

g.2 Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.

g.3 Telephone proposals are not acceptable when in response to the Request for Proposal.

g.4 Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

3. Eligibility for Award:

- a. 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.
- b. 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.
- c. Responsible proposers, at a minimum, must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - Have a satisfactory record of past performance;
 - Have necessary personnel and management capability to perform any resulting contract;
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - 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;
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in the above Section 3 (c) 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.

- e. 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 bidders.
- f. 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 the below Section 12, Prohibited Communications.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

4. Preparation of Proposal:

a. Technical Proposal:

Proposer shall submit Technical Proposal responding to all Questions set forth in the Proposer Questionnaire, Section 2.0 attached hereto as Attachment No. 4.

b. Price Proposal:

Proposer shall submit a Price Proposal respondent to all requirements set forth in the Proposer Questionnaire, Section 3.0 attached hereto as Attachment No. 4.

5. 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 and/or the HCC Board of Trustees. Proposals will be evaluated using the following criteria:

Evaluation Criteria	Maximum Points
● Firm's Profile, Qualifications & Experience	15
● Qualifications and Experience of Proposed Project Team	10
● Past Performance	15
● Implementation Plan	10
● Quality Control	15
● Capacity to Perform the Work	15
● Firm's Financial Status	10
● Small Business Commitment	acceptable/unacceptable
Subtotal Technical Proposal Total Points:	90
Price Proposal	10
Total Points:	100

6. Contract Award:

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in Section 3, Eligibility for Award. 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.

7. 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 HCC's discretion.

8. 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.

9. Small Business Development Program (SBDP):

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age, disability, sexual orientation or veteran status in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established **Twenty-Five Percent 25%** of the total amount of the proposal as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such

opportunities in newspapers and other circulars.

- Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. 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.

11. Internship Program:

- a. 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.
- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

12. Prohibited Communications:

Except as provided in exceptions below, 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, proposer, 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 the day the contract documents are signed by all parties. During this period, no HCC Trustee and no Vendor Shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. 9, Conflict of Interest Questionnaire Form, and Attachment No. 10, 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. 9 and Attachment No. 10 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 shall render your proposal non-responsive.

18. Ethics Conduct:

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

19. No Third Party Rights:

This Contract is made for the sole benefit of the 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.

20. 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.

21. 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.

22. Terms and Conditions:

The HCC General Terms and Conditions of Contracts shall govern any Purchase Order/Contract issued as a result of this solicitation (RFP). They may be viewed at:

http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf

Proposers 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. Proposer's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

ATTACHMENT NO. 1

SCOPE OF SERVICES FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES

I. PURPOSE

Houston Community College (“HCC”) is seeking proposals from qualified firms to provide Landscaping and Grounds Maintenance Services throughout the HCC District (“District”). The District is organized into seven (7) zones: Northwest, Northeast, Southwest, Southeast, Central, Coleman, and System. Contractor will assign a Zone Manager for each of the above zones who will be responsible for managing services provided in the respective zone area and ensuring quality control. The Contractor will assign a Project Manager who will oversee the Zone Managers and be responsible for all aspects of the successful implementation and management of the District-wide landscaping and grounds maintenance project including a complete and regularly scheduled program for maintaining the health and appearance of HCC’s landscape and plantings and providing pro-active recommendations to HCC Director of Maintenance for ongoing maintenance of HCC College properties throughout the term of the contract. Many of the trees located at HCC Central College are Historical and require special maintenance.

II. SCOPE

A. Pre-Existing/Deficiency List

The Contractor shall inspect all irrigation systems, flowers, trees, plants, containers, ground covers, etc. for pre-existing conditions at all locations listed in Attachment No. 2 Schedule of Items and Prices for Landscaping and Grounds Maintenance Services and in accordance with the Scope of Services incorporated herein. Contractor shall provide a written deficiency list with illustrations that identifies and details all methods of repair and/or replacement components needed in order to function efficiently within ninety (90) days of contract execution. HCC Director of Maintenance and the Contractor shall negotiate in good faith to establish the Final Deficiency List within the ninety (90) days of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by HCC. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.

B. General Landscape and Grounds Maintenance Services

Definitions: For the purposes of this solicitation, the following are defined as:

- 1) Irrigation System: All lines and equipment that is associated with the irrigation of plant life.
- 2) Lines: Irrigation line begins from the City / County main line / water meter through-out irrigation system.

Contractor shall:

- 1) Perform grass mowing, edging, trash & debris removal and power blowing of lawn areas.
- 2) Maintain the health and appearance of existing landscape plants, trees, shrubs,

groundcovers and lawn area.

- 3) Maintain & repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance.
- 4) Ensure that each facility site is free of debris, weeds, insect infestation.
- 5) Check ground moisture at all appropriate locations. If moisture sensors are not part of the irrigation system, provide a check of ground moisture levels on a monthly basis to assist in determining the watering frequency requirements.
- 6) Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
- 7) Reduce mowing frequency if a drought period is determined to exist and approved in advance by the HCC Director of Maintenance. Contractor shall provide a revised mowing schedule to the HCC Director of Maintenance for approval prior to implementing the schedule change.
- 8) Inspect existing irrigations systems at all locations by a licensed irrigator on a monthly basis.
- 9) Make adjustments and setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
- 10) Replace existing irrigation systems & equipment damaged by the Contractor with original brand and model at Contractor's expense.
- 11) Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to HCC on a monthly basis.

C. Administration Building and Parking Garage

Contractor shall provide landscaping and maintenance services at the HCC Administration Building located at 3100 Main St. and the Parking Garage located at 3200 Main St. to include, but not limited to, the container plants. Contractor Shall:

- 1) Provide the plant materials, soils and soil amendments and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors is required (refer to Exhibit A, Recommended Annual Plant Bed List).
 - Ten (10) container planters located in the parking garage elevator lobby areas and Nine (9) container planters in the 1st floor courtyard area of the administration building. Contractor shall install four (4) ft of annual plant materials in each planter. Provide filter sun materials for planters located in the parking garage and full sun tolerant materials for planters located in the 1st floor administration building courtyard area.

D. Ground Cover

Contractor is responsible for the maintenance of any plant that grows over an area of ground used to provide protections from erosion and drought, and to improve its aesthetic appearance (by concealing bare earth). Contractor shall provide the following:

- 1) Replace dead or diseased plants
- 2) Fertilize three (3) times per year, in March, June and November. Utilize slow release granular fertilizer, 12-12-6, at the rate of 10lbs per 1000 sq. ft.
- 3) Apply winter rye seed once a year in October at the rate of 10lbs per 1000 sq. ft.

- 4) Trim all ground cover as necessary to keep borders away from paving lawns, planted areas, and buildings. Trim top growth to achieve an overall even appearance. Keep free of weeds and debris.
- 5) Maintain ground cover free of pests such as snails, slugs, etc.
- 6) Keep fence lines groomed on both sides.
- 7) Maintain all ground cover areas clean and cleared of dead leaves each spring and as necessary if severe leaf drop occurs.

E. Tree and Shrub Care

Contractor shall have the knowledge, expertise and responsibility to trim, remove and plant trees and shrubs as approved by HCC (refer to Exhibit A & B for frequency and recommended plant selection). Contractor will provide a **licensed Arborist** with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease. If required, the treatment shall be performed by a qualified technician. Contractor will provide the following:

- 1) Tree and shrub watering and irrigation system. Maintain basins where provided around trees and shrubs. Open basins during winter rains to prevent accumulation of excess water.
- 2) Seasonal Color.
 - a) Change seasonal colors three (3) times per year in the months of March, June and November. Design concepts and plant selections shall be approved by each College Chief Operating Officer prior to plant installation.
 - b) Provide a uniform blend of seasonal color in seasonal planting bed. Provide single selections but different selections for each container.
- 3) Trim all trees that are within 20 ft. in height and 10' in diameter at the base, once a year without additional compensation. Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.
- 4) Maintain staked trees.
- 5) Pruning.
 - a) Prune deciduous trees in March to develop a strong framework or as necessary.
 - b) Prune evergreen trees in the March to thin out heads and shape as necessary.
 - c) Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
 - d) Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
 - e) Prune flowering shrubs after blooming once per month.
 - f) Prune Nandinas in late winter so as not to cut off next year berries. Initially prune to the ground about a quarter of the stems randomly through the plant. Then prune a quarter of the remaining stems at 1/3 the height of the plant. Next prune one quarter of the stems 2/3 of the height of the plant. Leave final quarter of the stems uncut.
 - g) Prune Photinia and Viburnums heavily in March and light prune and shape monthly thereafter.
- 6) Weeding.
 - a) Keep basins and areas between plants free of weeds.
 - b) Use herbicides per manufacturer's recommendations.
 - c) Cultivate as necessary for aeration.
 - d) Weed ground cover areas.

- 7) Staking and Guying. Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.
- 8) Plant Replacements. With the prior written approval of the HCC Director of Maintenance to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.
- 9) Mulch Control. Apply two (2) inch depth of composite shredded bark mulch three (3) times per year in March, June and November.
- 10) Fertilizing.
 - a) Fertilize Gardenias after flowering with a fertilizer blended for Gardenias, Azaleas and Camellias. Fertilize Sweet Olives and Viburnums with a balanced fertilizer in early spring.
 - b) Fertilize shrubs and ground cover areas with one-half (1/2) cup of granular 14-7-14 fertilizer per each foot of shrub height. Trees shall be fertilized per standard perforation method with three (3) feet holes on center inside drip line. Tree fertilizer will be Doggett 32-7-7- Tree Fertilizer with micro and macro nutrients.
 - c) Tree Saucers.
 - 1) Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
 - 2) Apply mulch to maintain a depth that shall be two (2) inches.
 - d) Tree Replacement and Additions.
 - 1) With the prior approval of the HCC Director of Maintenance, remove dead and damaged trees.
 - 2) Supply and plant trees to replace or add new trees with the prior approval of the Director of Maintenance.

F. Lawn Care

HCC is specific and stresses the importance of lawn maintenance quality at all of the HCC Colleges and properties. Not only does good lawn maintenance affect the quality and value of the property but it also reflects on the HCC as a higher education institution. The appearance and the professionalism of lawn maintenance affect employees, students, clients, and HCC partners by creating a first impression. Contractor Zone Managers and Project Manager are responsible for weekly review and quality control of lawn maintenance. Contractor will have a College representative review the work completed and sign a work ticket at each facility location serviced (refer to Exhibit C Quality Services Performance Form).

- 1) Mowing and Edging
 - a) Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
 - b) Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
 - c) Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
 - d) Remove all turf and edge clippings each time.
 - e) For periods of cool weather, mow lawn at one and one-half (1 & 1/2) inches.
 - f) For periods of hot weather, mow lawn at two (2) inches from the soil.
 - g) Do not scalp the lawn or cut more than half the existing top-growth in one morning. Remove or catch the clippings immediately.
 - h) Mow newly seeded turf in accordance with Exhibit A Annual Maintenance

Frequency Schedule.

- 2) Fertilizing
 - a) Fertilize lawn five (5) times per year in February, April, July, September and November. Use a balanced slow release nitrogen fertilizer, 1 lb. available nitrogen per 100 sq. ft.
 - b) Apply Winter Rye each October per year to provide ground cover during the winter season.
- 3) Weeding. Weeds include, but are not limited to Johnson-Grass, Nut Grass and Poison Ivy.
 - a) Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications.
 - b) With the prior approval of the Director of Maintenance, spray only the foliage of grass to be eradicated to prevent killing healthy plant life
 - c) Spray weeds in paving cracks two (2) times per month (every other week)
 - d) Spray walkway sidewalks, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials.
- 4) Watering.
 - a) Use irrigation system for watering where available.
 - b) Water two (2) times per week under regular conditions.
 - c) During the five (5) summer months May through September, increase watering to three (3) times per week.
 - d) During very hot weather, apply fast watering with fine spray.
 - e) For shaded areas caused by trees or shrubs, water more frequently.
 - f) When lawn shows signs of wilting or begins to turn grey-brown, water more frequently.

G. Irrigation System Repairs and Maintenance

Contractor is responsible for cleaning, maintaining, installing, operating, and repairing irrigation systems at HCC facilities. Contractor will provide a **licensed irrigator** to inspect all existing irrigation systems on a monthly basis and shall inspect all installation work provided for irrigation systems and submit a monthly irrigation report to the Director of Maintenance detailing health of the existing systems and recommendation for repairs and possible new installations requirements for approval.

- 1) Repair or replace any equipment damaged with the same brand and model at no cost to HCC.
- 2) Maintain entire irrigation system and all parts associated with the irrigation system flushed clear and system working properly on a monthly basis.
- 3) Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
- 4) Test and certify pressure vacuum breaker on a monthly basis.
- 5) Maintain detention pond basin.
- 6) Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
- 7) Automatic irrigation system controllers shall be set to water during the hours between 10:00pm and 6:00am.
- 8) May adjustments to sprinkler heads as required to keep over-spray from walls, walks, and roadways.
- 9) Contractor shall respond to calls from HCC for non-emergency irrigation repairs within

four (4) hours and within two (2) hours for emergency irrigation repairs. HCC personnel will make the determination as to whether or not the matter is deemed to be an emergency.

H. Insect and Disease Control

The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of HCC Director of Maintenance. Proper chemicals approved by the HCC Director of Maintenance shall be applied as soon as possible to correct the infestation.

Note: Weed killers and other chemicals shall be applied during off hours- Saturday or Sunday.

- 1) Trees.
 - a) Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
 - b) Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.
- 2) Herbicide.
 - a) Distribute herbicides weekly from March to October.
 - b) Distribute herbicides two (2) times per month (every other week) November to February.
- 3) Turf Areas.
 - a) Monitor weekly all turf areas for insect and disease infestation.
 - b) Treat fire ant infestation routinely.
 - c) Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the HCC Director of Maintenance.
- 4) Detention Pond. Herbicides shall be applied according to Exhibit A Facility Maintenance Frequency Schedule.

I. Clean Up and Waste Disposal

Contractor is responsible for disposing all waste materials or refuse from Contractor's operations. Contractor must have prior written approval by the Director of Maintenance to dispose of Contractor generated waste materials on HCC property.

- 1) Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing, and vacuuming as necessary.
- 2) Remove branches and other debris from planting areas on a weekly basis.
- 3) Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape area, courtyard area and along the lawn areas of the perimeter walk for both sides of walkway, parking garage and around buildings.
- 4) Clean mulch beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch bed areas by removing scattered and excess mulch.

J. Equipment Utilization

- 1) Mowers.
 - a) Use power rotary mowers with bagger attachment for maintenance of smaller lawn

- areas.
- b) Use riding mowers with bag attachment for maintenance of extensive lawn areas.
 - c) Mulching mowers are prohibited without the prior approval of the HCC Director of Maintenance.
 - d) Use rigid or flexible steel blade edgers to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
 - e) Use only monofilament trimmers.
 - f) Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
 - g) Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to remove diseased limbs.
 - h) Water container plants do not have irrigation system. Water hose connected to facility hose bibs is not available for watering plant materials.

K. Stakes and Guys

Contractor shall use the following stakes and guys materials to provide project services:

- 1) Tree Stakes: Seven (7) ft long steel T-post weighing 1.33 pounds per foot.
- 2) Paint for Stakes: Pittsburgh Ash Grove Gray No. 542-4 or equal.
- 3) Ties: Black rubber $\frac{3}{4}$ inch hose with $\frac{3}{16}$ inch wall thickness.
- 4) Tree Guying Material: 12 gauge galvanized annealed wire.
- 5) Guying Material:
 - a) Deadmen: locust, catalpa, cedar or redwood, $\frac{3}{4}$ inch x 4 inch galvanized eyebolt centered and secured on side, or equal.
 - b) Ground Screw Anchors: "Ground Gripper" or approved equal.
 - c) Universal Ground Anchor and Cables Assembly by Laconia or equal.
 - d) Guying Cable: 1 x 19 aircord, size as specified or equal.
 - e) Turnbuckles: Galvanized and dip-painted, size as specified or equal.
 - f) Cable Clamps: Galvanized or copper, size as required or equal.
- 6) Plastic Guy Covers: $\frac{3}{8}$ inch diameter x 3 ft long white plastic tubing or equal.

L. Chemicals

- 1) At the contract execution, the Contractor shall provide Material Safety Data Sheets (MSDS) of all products to be applied to the HCC Director of Maintenance. At the start of each season and any time during the season, Contractor shall provide MSDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the HCC Director of Maintenance.
- 2) The Texas Right to Know Law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
- 3) Contractor may use herbicides, insecticides, sterilants and animal traps in compliance with Federal, State and local laws and regulations.
- 4) Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products, equipment or both.
- 5) HCC retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that HCC deems to be undesirable for any reason.
- 6) Pesticides used in this contract shall not require a license nor be restricted for use

under Texas or Federal law.

- 7) Pesticides used in this contract shall not carry any State or Federal restrictions.
- 8) Any products that leave an undesirable residue or odor shall not be used.

M. Tractor Mowing

Contractor shall perform tractor mowing services on a monthly basis as specified in Attachment No. 2 Schedule of Item and Prices, Section II. Tractor Mowing of Acreage.

N. Reporting and Meetings.

Contractor is responsible for submitting reports on a monthly basis in an electronic .pdf format regarding this project to the HCC Director of Maintenance. Contractor will communicate weekly to the HCC Director of Maintenance regarding the current status and any recommendations regarding the project. Contractor (all Zone Managers) is required to participate in meetings with HCC Maintenance personnel on a weekly basis. Contractor shall provide the following:

- 1) Pre-Existing Conditions Report within ninety (90) days of contract execution.
- 2) Materials Safety Data Sheets (MSDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
- 3) Test and certify all Back-Flow Assemblies (preventers) per local code and provide a copy of certification to the HCC Director of Maintenance for each College property within 90 days of contract execution.
- 4) Immediately upon service completion, meet with the College Campus Representative to inspect the service performance. The College Representative will complete and sign the work ticket. Contractor will submit the work ticket to the HCC Director of Maintenance on a monthly basis (refer to Exhibit C Quality Services Performance form).
- 5) Annual Fertilizer Schedule for each facility and by season.
- 6) Schedule and timeline for tasks specified in Exhibit A Facility Maintenance Frequency Schedule a month in advance to the HCC Director of Maintenance so HCC personnel can be present as necessary.
- 7) Monthly Maintenance Operations Report for each facility.
- 8) Monthly Mowing Schedule for each facility.
- 9) Monthly Contractor recommendation report based on ongoing service assessment for HCC Director of Maintenance to review and make a determination.
- 10) Damage report submitted immediately upon incident to the HCC Director of Maintenance and punch list identified and implemented.
- 11) Contractor is responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. Contractor will remedy the situation by completing the tasks in a time specified by HCC Director of Maintenance.
- 12) Zone Managers are required to attend a weekly meeting with HCC maintenance personnel and shall provide a Schedule Report on a weekly basis detailing the next weeks planned tasks and the status of outstanding tasks. The report shall be provided to HCC in a hardcopy at weekly meetings and as well as provided in an electronic copy in a pdf. format to HCC Director of Maintenance.

O. Contractor's Performance

Contractor will perform all work under this contract in a professional, polite, respectful and cooperative manner and minimizing the noise and interruption of any ongoing College services.

- 1) Contractor shall provide all employees with the same uniform clearly identifying the company and vehicle shall have the company name/logo listed.
- 2) Contractor shall stage their work from locations on the College site out of the way of the mainstream users to minimize interruption of College activities.

P. Neglect and Vandalism

- 1) Turf or plants that are damaged or killed due to Contractor's operations, negligence or chemicals or by any other means shall be replace at the Contractor's expense.
- 2) HCC will repair any damaged property (that is not part of the irrigation system) caused by Contractor's operations and HCC will bill Contractor for full cost of said repair.
- 3) Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at HCC's expense upon receipt written approval by the HCC Director of Maintenance.

Q. Guaranty and Replacement

- 1) Force Majeure: In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations or occupancy of building, Contractor shall list the item and location and submit a report to the HCC Director of Maintenance for approval.
- 2) Any damaged plant materials approved for removal and replacement by HCC shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.
- 3) At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at HCC's request.

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EXHIBIT A

FACILITY MAINTENANCE FREQUENCY SCHEDULE

DESCRIPTION	ESTIMATED NO. OF VISITS	SERVICE DATES
Mow, edge, remove trash and power blow (weed/grass); water 3200 and 3100 Main plant containers and annual bed. Do Not Over Water	44	March-October: Weekly November-February: Every other week.
Prune Shrubs	12	Once per month
Prune Tree or Trees	1	March
Insect Control	44	March-October: Weekly November-February: Every other week.
Spray weeds in paving cracks	24	Every other week
Fluff mulch	12	Once per month
Cultivate beds	3	March, June & November
Trim lower limbs at 8 ft. and below	2	March and September
Aerate lawns	1	April
Switch out seasonal color (1 st week). 3100 Main and 3200 Main included	3	March, June & November
Mulching	3	March, June & November
Fertilize lawn	5	February, April, July, September, November
Fertilize Shrubs	2	February and August
Fertilize Trees	1	February
Fertilize seasonal color	3	March, June & November
Inspections (irrigation system)	12	Once per month
Lawn pre-emergent	3	February, May, November
Winter rye application	1	October
Detention ponds	3	March, June & November
Large tree trimming (Oak, etc.)	1	June

Note: All design concepts and plant selection for seasonal colors shall be approved by the HCC Director of Maintenance or designee.

EXHIBIT B

RECOMMENDED ANNUAL PLANT BED LIST – SEASONAL PLANTS

PROJECT 12-49

BOTANICAL NAME	COMMON NAME	SIZE	SPACING	TIME TO PLANT	REMARKS
Coleus	Coleus	QT. TO 1 GAL.	12" o.c.	March	Filtered Sun locations, mix of yellow, red and green.
Lobelia Erinus	Lobelia	QT. TO 1 GAL.	8" o.c.	March	Filtered Sun locations, mix of blue and white.
Lamium Galeobdolon	Dead Nettle	QT. TO 1 GAL.	8" o.c.	March	Filtered Sun locations mix of yellow and white.
Evolvulus Nuttalliana	Blue Daze	QT. TO 1 GAL.	6" o.c.	March	Full Sun
Sedum spp.	Sedum (ground cover varieties)	QT. TO 1 GAL.	6" o.c.	March	Full Sun, mix of yellow and white.
Polygonum Capitatum	Knotweed	QT. TO 1 GAL.	8" o.c.	March	Full Sun
Salvia splendens 'Compacta'	S.s. 'Compacta' dwarf	QT. TO 1 GAL.	8" o.c.	June	Filtered Sun locations, mix if purple, rose and salmon.
Impatiens	Impatiens	QT. TO 1 GAL.	8" o.c.	June	Filtered Sun locations, mix of rose, white, bicolor, red, orange, yellow, purple and salmon.
Dianthus Chinensis	Dianthus 'Magic Charms'	QT. TO 1 GAL.	8" o.c.	June	Filtered Sun locations, mix on pink, red, and white.
Vinca	Periwinkle	QT. TO 1 GAL.	8" o.c.	June	Full Sun, mix of white and lavender.
Viola Tricolor	Pansy, Johnny Jump-Up	QT. TO 1 GAL.	8" o.c.	June	Full Sun, mix of purple, lavender, white, yellow and red.
Phlox Drummondii	Annual Phlox	QT. TO 1 GAL.	6" o.c.	June	Full Sun
Dianthus 'Sweet William'	Dianthus, Sweet William	QT. TO 1 GAL.	6" o.c.	November	Filtered Sun locations, mix on rose, pink white and red.

BOTANICAL NAME	COMMON NAME	SIZE	SPACING	TIME TO PLANT	REMARKS
Myosotis Palustris Semperflorens	Forget-me-not	QT. TO 1 GAL.	10" o.c.	November	Filtered Sun locations
Primula Polyanthus Hybrids	Primulas	QT. TO 1 GAL.	8" o.c.	November	Filtered Sun locations mix of pastels. Check periodically for snails and treat if necessary.
Verbena x Hybrida	Verbena	QT. TO 1 GAL.	12" o.c.	November	Full Sun, mix of purple, white and yellow.
Lobularia Maritima	Sweet Alyssum	QT. TO 1 GAL.	6" o.c.	November	Full Sun, mix on white, lavender and rose.
Viola 'Universal'	Pansy Universal	QT. TO 1 GAL.	8" o.c.	November	Full Sun, mix of white, lavender and blue.

NOTE: All Plants are to be "nematode free" at time of installation.



Date of Service: _____

Campus: _____

Contractor Representative Name: _____

Contractor Representative Signature: _____

Contractor Phone #: _____

Quality Services Performance

	EXCELLENCE	AVERAGE	POOR
Mowing			
Edging			
Power Blow			
Pick up trashes/debris			
Prune trees/plants/shrubs			
Insects Control			
Weeds Control			
Quality Control			
Other			

Additional Comments: _____

HCC Representative Signature: _____

Date: _____

HCC Representative Name: _____

Phone#: _____

ATTACHMENT NO. 2

**SCHEDULE OF ITEMS & PRICES
FOR
LANDSCAPING AND GROUNDS MAINTENANCE SERVICES
PROJECT NO. 12-49**

The Proposer / Contractor shall furnish all resources and services necessary and required to provide Landscaping and Grounds Maintenance Services, in accordance with the **Scope of Services**, and the general terms and conditions of the sample contract documents for the proposed Landscaping and Grounds Maintenance Services projects per year listed below. Please provide a schedule of items in the format listed below for your firm's proposed Landscaping and Grounds Maintenance Services.

I. Landscaping and Grounds Maintenance Services:

Item No.	Description of Work/Item(s)	Qty	Unit	Unit Price	Total Extended Price
01	Northwest College: Spring Branch (New Bern) @1010 West Sam Houston Pkwy; Spring Branch @1010 W. Sam & I-10 at front of property; Katy Campus @ 1550 Fox Lake Dr, 77084; Katy Mills @25403 Kingsland Blvd., 77494	12	Month	\$_____	\$_____
02	Northeast College: Automotive Tech. Training Ctr. A & B @4638 Airline Dr, 77022; Codwell Hall@555 Community College Dr, 77013; Public Safety Building@555Community College Dr,; Public Safety Fire Training Facility @ 555Community College Dr,; Roland Smith@555 Community College Dr, 77013; Northeast Learning HUB@555 Community College Dr,; Northeast Science & Tech Building@555 Community College Dr; Access Roads @Codwell	12	Month	\$_____	\$_____
03	Southwest College: Alief@13803 Bissonet St, 77072; Applied Technology Ctr. (1 bldgs.)@4014 Bluebonnet Dr, 77477;	12	Month	\$_____	\$_____

	<p>Greenbriar Annex@13645 Murphy Rd, 77477; Gulfton Center@5407 Gulfton Dr, 77081; Hayes Road@2811 Hayes Rd, 77082; Stafford@9910 Cash Road; Soccer Field@9911 Cash Road; Missouri City Campus@Sienna Spring Way 77459; Scarcella Science & Technology Ctr.@ 10141 Cash Rd, 77477; Learning HUB@10041 Cash Rd, 77477; West Loop Center@5601 West Loop South, 77081</p>				
04	<p>Southeast College: Angela Morales Bldg.@ 6815 Rustic St; Felix Morales Bldg. .@ 6815 Rustic St; Learning HUB.@ 6815 Rustic St; Workforce Bldg @ 6815 Rustic St; Felix Fraga Building (Drennan)@ 301 N. Drennan</p>	12	Month	\$ _____	\$ _____
05	<p>Central College: Learning HUB and Science Building@1300 Holman ; Willie Gale Hall@1990 W. Airport Blvd: Central Cooling Water Plant@1318 Alabama St, 77004: Educational Development Center@3214 Austin St; 3601 Fannin @ 3601 Fannin; Business Career@1205 Holman; J D Boney@1215 Holman; Crawford Annex@3412 Holman; Caroline Annex@3412 Holman; SIS Building@3821 Caroline; J B Whitley@1301 Alabama; Residential Area@1411 W. Alabama; New Building-Gravel Parking Lot@3709 La Branch; Parking Lot 1@1001 Berry St. ; Parking Lot 3@1200 Holman St. ; Parking Lot 15@1200 Alabama St. ; Parking Lot 16@3800 San Jacinto St. ; Parking Lot 17@3902 Caroline St. ; Parking Lot 8 & 9@1506 Holman St.</p>	12	Month	\$ _____	\$ _____
06	<p>Coleman College for Health Sciences: Coleman Health Science Center @ 1900 Pressler Dr.</p>	12	Month	\$ _____	\$ _____

07	System Offices: System Building@3100 Main St, 77002; Parking Garage (Containers on 2nd, 3rd, & 4th)@ 3200 Main St; Warehouse@9425 Fannin Building B & D; Warehouse@1102 Delano; Rosalie Parking@3000 Main St	12	Month	\$ _____	\$ _____
Total Bid Price (Items Nos. 01-07)					\$ _____

II. Tractor Mowing of Acreage on Monthly Basis at the Following Locations:

Item No.	Location	Lot Size	Qty	Unit	Unit Price	Total Extended Price
08	Willie Gay Hall @ 1999 West Airport	40 acres	12	Month	\$ _____	\$ _____
09	Northeast Campus @ 555 Community Dr.	36 acres	12	Month	\$ _____	\$ _____
10	Stafford Campus @ 10141 Cash Road	40 acres	12	Month	\$ _____	\$ _____
11	Green Briar @ Green Briar & Stafford	10 acres	12	Month	\$ _____	\$ _____
12	Katy Campus @ 1550 Fox Lake Drive	27 acres	12	Month	\$ _____	\$ _____
13	Missouri City @ Hwy 6 & Sienna Blvd.	37 acres	12	Month	\$ _____	\$ _____
14	Alief Center @ 2811 Hayes Road	13 acres	12	Month	\$ _____	\$ _____
15	New Warehouse @ 9424 Fannin	4 acres	12	Month	\$ _____	\$ _____
Total Bid Price (Items Nos. 08-15)						\$ _____

Total Bid Price (Items Nos. 01 to 15):	\$ _____
-----------------------------------------------	----------

III. Additional Optional Services ("As Needed" Basis by HCC):

A. Tree Addition / Replacement Services:

1. Labor: _____per hour
2. Cost of materials: (reimbursable at cost, estimated not-to-exceed \$10,000 per year.

B. Irrigation / Sprinkler Systems repairs or additions:

1. Labor: _____per hour
2. Cost of materials: (reimbursable at cost, estimated not-to-exceed \$10,000 per year.

C. Additional Landscaping (bedding, plants, etc.)

1. Labor: _____per hour
2. Cost of materials: (reimbursable at cost, estimated not-to-exceed \$10,000 per year.

ATTACHMENT NO. 3

**HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM**

PROJECT TITLE: Landscaping and Grounds Maintenance Services

PROJECT NO.: 12-49

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____

(Note: please refer to RFP- Summary, Section 10: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

In compliance with the requirements of this Request for Proposals for providing Landscaping and Grounds Maintenance services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with our Technical Proposal and Price Proposal 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 set forth in this Solicitation and any and all Amendments issued by HCC hereto. 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 understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: _____

Name: _____

(Type or Print)

Title: _____

State of _____

(Type or Print)

Sworn to and subscribed before me at _____

(City)

(State)

this the _____ **day of** _____, **2011.**

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

(Note: This page will be completed by HCC.)

.....
Purchase Order No. _____ (for payment purposes only)

Project No. 12-49
.....

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

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2012.

Signed By: _____

Title: _____

ATTACHMENT NO. 4

Proposer Questionnaire

HCC Project No. : 12-49

1.0 Company Profile:

1.1 Provide details as to the following:

- Firm or Entity Name
- Years in Business
- Form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor)
- Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- Ownership: List the names of all officers and persons of organizations have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- Sales Volume: Provide net sales data for the past three (3) years
- Describe your company's specific knowledge, experience and expertise in Landscaping and Grounds Maintenance Services including licensing and certifications specific to landscaping and grounds maintenance.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- 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.

1.2 Firm's Financial Status: Provide evidence of the firm's financial stability including the firm's **audited financial statement for the last three (3) years.**

2.0 Technical Proposal:

Your Technical Proposal should clearly define (i) your Company's total capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in Attachment No. 1 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:

2.1 Cover letter: The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal including identification of the offering firm, contact name, mailing address, e-mail address, telephone and fax number for each firm (if partnership or joint venture), and signature of a person authorized to bind the offering firm to the terms of the response

document.

2.2 Qualifications and Experience of Proposed Project Team:

(a) Provide a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this project and defining their role in supporting the HCC project, licensing or certifications if any, number of years of experience providing services specific to this project, identify the Project Manager & Zone Managers assigned to this project, contact and emergency contact information for this project. Specify the percentage of full time employees vs. contracted personnel;

(b) Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability if the Proposer's employees.

(c) Provide an organizational chart that clearly defines your management structure, identifies key personnel and their particular roles in the performance of landscaping and grounds maintenance services.

(d) Describe in what capacity subcontractors will be used to perform various elements of the work in providing services to HCC. Explain how you qualify and select subcontractors including SBE's. Include a listing of subcontractors that you foresee performing work for HCC and their role.

2.3 Past Performance: This section should establish the ability of the respondent and **ALL** it's sub-consultants to satisfactorily perform the desire landscaping and grounds maintenance services. Provide examples of similar landscaping and grounds maintenance experience for all project team members; public institutions or public entities, preferred. HCC may verify all information furnished. At a minimum, include the following per project experience:

- Project Name, locations – year completed; contract delivery method, total project cost
- Brief project description describing your experience, work performed by your firm and work subcontracted
- Owner name, title, current phone number and e-mail address
- Project Manager Name, current phone number and e-mail address

2.4 Implementation Plan: Provide a detailed *Implementation Plan* beginning with the contract execution and should include a detailed timetable for the period to implement contract services, plan for the deployment and use of management, supervisory and key personnel to manage, supervise and monitor the implementation of the contract. identify key tasks and plan for distribution of equipment and material as necessary. Your response should clearly define both your firm's and HCC's responsibilities and resources required for this project during the implementation phase until completion

2.5 Quality Control: Please identify the key metrics you propose to use to measure your performance in delivering services 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 employee and subcontractor performance, ensure timely and quality delivery and respond to emergency requests, and how problems are tracked and corrected both internally and with the customer. Detail your firm's methodology to mitigate service problems.

2.6 Capabilities and Capacity:

(a) Proposer shall clearly define its in-house capability and capacity to perform the work identified in Attachment No. 1. Your response must describe the various technologies, tools, methods, data collection, 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.

(b) For the work listed by HCC in Attachment No. 1, please identify any work for which your company will have to outsource all or a portion of the work. If subcontractors will be required to provide any of the services requested in this RFP, please identify them and the role they will play.

(c) Please describe your experience and ability to provide Landscaping and Grounds Maintenance Services & services.

2.7 Small Business Participation: 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.

2.8 Miscellaneous:

(a) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.

(b) Please describe any special benefits or advantages in selecting your company

3.0 Price Proposal:

Proposer shall complete and submit the Attachment No. 2, Schedule of Items and Prices. HCC's consideration, any other products and services it offers.

The Rest of Page is Left Intentionally Blank

ATTACHMENT NO. 5

DETERMINATION OF GOOD FAITH EFFORT

HCC Project No: 12-49

Proposer _____

Address _____

Phone _____

Fax Number _____

In making a determination that a good faith effort has been made, HCC requires the Proposer 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 Proposer 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. 5 and No. 6

_____ 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 Proposer to complete this form Section and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

_____ (1) Whether the Proposer 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 Proposer divided the work into the reasonable portions in accordance with standard industry practices.

_____ (3) Whether the Proposer documented reasons for rejection or met with the rejected small business to discuss the rejection.

_____ (4) Whether the Proposer negotiated in good faith with small businesses, not rejecting qualified subcontractors who were also the lowest responsive bidder.

NOTE: If the Proposer 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 Proposer 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.

Signature of Proposer Title

Date

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

OC Project No.: 12-49

I, _____ of _____
(Name) (Title)

_____, certify that on the date(s) shown, the small businesses listed
(Name of proposer's company) 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
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 Proposers)***

Signature: _____

ATTACHMENT NO. 7

CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM

Project No. : 12-49: Proposer/offeror presents the following participants in this solicitation and any resulting Contract. All proposers / offeror submitting small businesses submitting proposals as prime contractors, are required to demonstrate good faith efforts to include eligible small business proposal submissions.

CONTRACTOR	Specify in Detail Type of Work to be Performed	Indicate below, the following: Small Business (SB) and Certification Status, if any (i.e. SB – COH, METRO, etc.)	Percentage of Contract Effort	Price
Business Name: Business Address: Phone No. : Contact Person Name/E-mail: SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name: Business Address: Phone No. : Contact Person:				
Business Name: Business Address: Phone No. : Contact Person: NON-SMALL BUSINESS SUBCONTRACTOR(S) (Attach separate sheet if more space is needed.)				
Business Name: Business Address: Phone No. : Contact Person:				
Business Name: Business Address: Phone No. : Contact Person:				

Business Name: _____
 Submitted By (Name): _____

Business Address: _____

Phone/Fax: _____
 : _____

Contractor 's
 Price/Total: \$ _____
 Small Business
 Subcontractor
 (s) Price/Total: \$ _____
 Non-Small
 Business
 Subcontractors
 Price/Total: \$ _____
 Grant Total: \$ _____

**ATTACHMENT NO. 8
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

HCC Project No.: 12-49

Note: Proposers are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope marked: *"Small Business Development Questionnaire"*

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 9
PROPOSERS CERTIFICATIONS**

HCC Project No.: 12-49

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. 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 = **25%**

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

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

3. BLACKOUT PERIOD COMPLIANCE:

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications provision set forth in the RFP. The undersigned further understands that the Proposer shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through the day the contract documents are signed by all parties.

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

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

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.

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

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

this the _____ **day of** _____, **2011.** _____

Notary Public for the State of: _____

ATTACHMENT NO. 10

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(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 person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section 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>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity Date</p>		

Adopted 06/29/2007

****Note:** When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate

**ATTACHMENT NO. 11
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

HCC Project No.: 12-49

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 1 through 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:

**Houston Community College System
Attn: Office of Systemwide Compliance, Compliance Officers
3100 Main St, 12th Floor
Houston, TX 77002**

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 exceeding 10%	(_____)
Ownership interest exceeding \$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 to or married to individual has ownership or real property interest in Vendor	(_____)
No individuals have any of the above financial interests (If none go to Section 4)	(_____)

Sole proprietorship _____ partnership _____ stock _____
other (explain): _____

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (____).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership _____ %, or
the value of ownership interest \$ _____ .

Section 2 - Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes _____ No _____

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes _____ No _____

Section 3- Disclosure of Gifts

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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).

This disclosure is submitted on behalf of:

(Name of Vendor)

Certification. I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) _____ Title _____

Signature _____ Date _____

"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY 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.