



**procurement
operations**

Invitation for Bids (IFB)

**Project Title: Landscaping and
Grounds Maintenance Services**

Project No. 09 - 52

INVITATION FOR BIDS

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HOUSTON COMMUNITY COLLEGE
INVITATION FOR BIDS – SUMMARY

Date: July 24, 2009

Project Title: Landscaping and Grounds Maintenance Services

Project No. 09 - 52

ISSUED BY:

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

SUBMIT INQUIRIES TO:

Name: Michael Groesch
Title: Mgr, Contract Administration

Telephone: (713) 718-5158
Fax: (713) 718-2113
Email: michael.groesch@hccs.edu

Project Overview: Houston Community College System ("HCC") is seeking sealed bids from qualified firms to provide Landscaping and Grounds Maintenance Services.

Award / Contract Approval: This procurement, and 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 an invitation for bids and neither this solicitation nor the response or bid from any prospective bidder shall create a contractual relationship that would bind HCC until such time as both HCC and the selected bidder sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 4.

Bid Opening Time/Location: Sealed bids in original form for Landscaping and Grounds Maintenance required and/or contemplated under this invitation for bids as described herein will be received until Friday, August 7, 2009 at 2:00 P.M.(local time) at the Procurement Operations department (Room No. 11A06), 3100 Main (11th Floor), Houston, Texas 77002, and at that time publicly opened and read aloud in Room No. 11A07.

Contract Term: It is anticipated that the contract term for contract(s) awarded from this solicitation, if any will be three (3) years.

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

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

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

HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL BID. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE BID DOCUMENTS, AND/OR ANY BIDS RECEIVED OR SUBMITTED.

BY SUBMITTING A BID, BIDDER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM, AND ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; 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 or disability.

Respondents should exercise particular care in reviewing the requirements set forth in this solicitation.

INSTRUCTIONS TO BIDDERS

1. Review of Bid Documents

A complete set of bid documents shall be used in preparing a bid. Each prospective bidder should carefully review the bid documents and take such steps as may be reasonably necessary to ascertain the resulting contract performance requirements. Failure to do so will not relieve bidders from the responsibility of estimating properly the difficulty/level of effort or cost of successfully performing any resulting contract. After the bids have been opened, HCC shall have the right to review the bids and examine the credentials and qualifications of each bidder to determine whether any or all of the bid submittals are responsive and to make a determination as to whether any one or more bidders are qualified, responsible bidders, that will provide the best value to HCC.

2. Explanation to Bidders

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

3. Bidder Eligibility for Contract Award

- a. Each bidder shall complete, and submit with the bid, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance, or required by a company or otherwise to perform the work or sell the equipment, the bidder must be properly licensed prior to submitting a bid to HCC and must furnish evidence of such licensing or credentials with the bid.
- b. In order for a bidder to be eligible to be awarded a contract, the bid must be responsive to the solicitation and HCC must be able to determine that the bidder is responsible to perform the resulting contract satisfactorily.
- c. Responsive bids are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation.. Bids that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.
- d. Responsible bidders at a minimum must meet all of the following requirements:
 - Have adequate financial resources or ability to obtain such resources as required during the performance of any resulting contract;
 - Be able to comply with the required delivery or performance schedule, taking into consideration all existing business commitments;
 - Have a satisfactory history of past performance with description of work / item(s) described in Attachment No. 2;
 - Have necessary management and technical capability to perform any resulting contract;
 - Provide evidence satisfactory to HCC that the bidder will comply with the Small Business Development Program requirements contained in the solicitation;
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code and is not delinquent in taxes owed to the Houston Community College System, signing and submitting the bid is so certifying to such non-delinquency;
 - Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations and;
 - Offers the best value to HCC.
- e. A bidder may be requested to submit written evidence verifying that he/she meets the minimum requirements described in Section 3(d) and as necessary to be determined a responsible bidder. Bids deviating or taking exceptions to the solicitation requirements will not be considered.

- f. A person is not eligible to be considered for award of this solicitation or any resulting contractor to be a subcontractor of the bidder 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.
- g. A person or bidder shall not be eligible to be considered for this solicitation if the person or bidder engaged in or attempted to engage in prohibited communications as described in Section 10 of this solicitation.

4. Preparation for Bid

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

5. Opening of Bids

- a. Bids will be publicly opened immediately following the time set for receipt in the solicitation. The bid prices will be read aloud for the information of bidders and others present. Bids that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a bidder may have the right to change any other error or mistake in the subject to the approval of HCC and unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the bidder making such change.
- b. If HCC receives two or more bids from responsible bidders that are identical in nature and amount, the Board of Trustees shall review such bids and may award the bid by the casting of lots. The Board of Trustees may reject any and/or all bids, in the best interest of HCC.

6. Contract Award

Award of a contract, if awarded, will be made to the bidder who (a) submits a responsive bid; (b) is a responsible bidder (c) offers the total lowest bid price for Item Nos. 001 - 014 listed in Attachment No. 2, Schedule of Items and Prices and (d) offers the best value to the Houston Community College System. A responsive bid and a responsible bidder are those that meet the requirements of and are as described in Section 3 of this solicitation.

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 bid documents submitted and consider the bid for award.

7. Taxes

HCC is tax exempt as a governmental subdivision of the State of Texas. No bid shall include any costs for taxes to be assessed against HCC.

8. Small Business Development Program (SBDP)

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.

- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standards as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established a 35% of the total bid amount as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - Document reasons for rejecting a firm that proposes or bids on subcontracting opportunities.
- e. Small Business Compliance Review: To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and/or other HCC designated representative(s) at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

9. **Prime Contractor/Contracts for Services**

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

10. **Prohibited Communications**

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

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

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

The communications prohibition shall terminate when:

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

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

The communications prohibition shall not apply to the following:

- Duly noted pre-bid or pre-proposal conferences.
- Communications with the HCC General Counsel.
- Emergency contracts.
- Presentations made to the Board during any duly-noticed public meeting.
- Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

- Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

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.

11. **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.

12. **Bid Submittals**

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

- Bid/Contract Award Form (Attachment No. 1)
- Schedule of Items and Prices form (Attachment No.2)
- Determination of Good Faith Effort (Attachment No.5)
- Small Business Unavailability Certificate (Attachment No. 6)
- Small Business Development Questionnaire (Attachment 7) ***** Mail separately.**
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 8)
- Non-Discrimination Statement (Attachment No. 9)
- Certification & Disclosure Statement (Attachment No. 10)
- Affidavit Form (Attachment No. 11)
- Business Questionnaire (Attachment No. 12)
- Assurance of SBDP Goal (Attachment No. 13)
- Conflict of Interest Questionnaire (Attachment No. 16)

The envelope containing a bid shall be addressed as follows:

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

All bids shall be submitted to:

**Houston Community College
Procurement Operations
3100 Main Street (11th Floor, Room #11A06)
Houston, Texas 77002
Reference: Project No. 09 - 52
Attn: Michael Groesch**

13. **Appropriated Funds**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to 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.

14. **Texas Public Information Act**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.)("the Act") after a contract if any, is awarded. If the bidder considers any information submitted in response to this invitation for bids to be confidential under law or constitute trade secrets or other protected information, the bidder must identify such materials in the bid 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 bidder releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

15. **Conflict of Interest**

If a firm, bidder, 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 bid 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 Chapter 176 of the Texas Government Code. As applicable, the person submitting a response to this solicitation must complete and submit **Attachment No. 16, Conflict of Interest Questionnaire Form.**

16. **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.

17. **Submission Waiver**

By submitting a response to this IFB, the Offerer or respondent agrees to waive any claim it has or may have against Houston Community College and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

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

PROJECT TITLE: Landscaping and Grounds Maintenance Services
PROJECT NO.: 09 - 52

Name of Bidder/Contractor: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Receipt of Bid Amendments Number(s): _____

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

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

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

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

SEAL:
(If Corporation)

ACCEPTANCE AND CONTRACT AWARD FORM

(This page to be completed by HCC.)

Purchase Order No. _____ (for payment purposes only)

Project No. 09 – 52

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

HOUSTON COMMUNITY COLLEGE

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

on _____

Signed By: _____

ATTACHMENT NO. 2

**SCHEDULE OF ITEMS AND PRICES
FOR
LANDSCAPING AND GROUNDS MAINTENANCE SERVICES
PROJECT NO. 09-52**

The Bidder/Contractor shall furnish all resources and services necessary and required to provide Landscaping and Grounds Maintenance in accordance with the items described herein, and the general terms and conditions of the sample contract for the price(s) listed below.

SECTION I – Landscaping and Grounds Maintenance Services

Item No.	Description of Work/Item(s)	Qty	Unit	Unit Price	Total Extended Price
001	Northeast College Landscape and Ground Maintenance Services at the following locations: Codwell Campus @ 555 Community College Drive Northline Campus @ 8001 Fulton Street Pinemont Center @ 1265 Pinemont Drive HISD @ 8029 Fulton Street Public Safety Building @ Codwell Campus Fire Training Facility @ Codwell Campus Automotive Technology @ 4638 Airline Access Roads @ Codwell Campus Acreage Finish Mowing @ Codwell Campus	12	Month	\$ _____	\$ _____
002	Northwest College Landscape and Ground Maintenance Services at the following locations: Spring Branch Campus @ 1010 W. Sam Houston Pkwy N. (Including new berm) Katy Campus @ 1550 Fox Lake Drive Katy Mills @ 25403 Kingsland Blvd.	12	Month	\$ _____	\$ _____
003	Southwest College Landscape and Ground Maintenance Services at the following locations: Alief Continuing Ed Center @ 13803 Bissonnet Street Stafford Campus @ 9910 Cash Road Scarcella Campus @ 10141 Cash Road New Hub Building @ Scarcella Campus Applied Technology @ 4010 Bluebonnet Gulfton @ 5407 Gulfton Street Alief Center Annex @ 2811 Hayes Road Greenbriar @ 1345 Greenbriar West Loop Center @ 5601 West Loop South Missouri City Campus @ 5855 Sienna Springs Way Soccer Field @ 9911 Cash Road	12	Month	\$ _____	\$ _____

SECTION I – Landscaping and Grounds Maintenance Services (Cont'd)

004	Southeast College Landscape and Ground Maintenance Services at the following locations: Southeast Campus / Angela Morales Bldg. @ 6815 Rustic Street Felix Morales Bldg @ 6815 Rustic Street Eastside Annex Bldg @2524 Garland Drennon @ 222 Milby Learning HUB @ 2420 Garland	12	Month	\$ _____	\$ _____
005	Central College Landscape and Ground Maintenance Services at the following locations: Residential Area @1411 W. Alabama New Property @ 1349 Alabama Central Plant @ 1511 Alabama New Bldg – Gravel Parking Lot @ 3709 La Branch Central Learning Hub @ 1300 Holman Street Willie Lee Gay Hall @ 1990 W. Airport @ 288 Educational Development Center @ 3214 Austin	12	Month	\$ _____	\$ _____
006	Coleman College for Health Sciences 1900 Pressler Drive	12	Month	\$ _____	\$ _____
007	System Offices 3100 Main Street including the beds and containers in the courtyard and Parking Garage Facility (3220 Main Street) also container plants on the second, third and fourth floors New Warehouse @ 1106-1110 Deleano / Lamar	12	Month	\$ _____	\$ _____
Total Bid Price (Items Nos. 001 – 007)					\$ _____

SECTION II – Tractor Mowing of acreage on monthly basis at the following locations:

Item No.	Location	Lot Size	Qty	Unit	Unit Price	Total Extended Price
008	Willie Gay Hall 1999 W. Airport @ 288	40 Acre Lot	12	Month	\$ _____	\$ _____
009	Northeast Campus 555 Community College	36 Acre Lot	12	Month	\$ _____	\$ _____
010	Stafford Campus 10141 @ 288 Cash Road	40 Acre Lot	12	Month	\$ _____	\$ _____
011	Stafford Campus Green Briar @ Stafford, TX	10 Acre Lot	12	Month	\$ _____	\$ _____
012	Katy Campus 1550 Fox Lake Drive	27 Acre Lot	12	Month	\$ _____	\$ _____
013	Missouri City Campus Hwy 6 @ Sienna Blvd.	37 Acre Lot	12	Month	\$ _____	\$ _____
014	Alief Center 2811 Hayes Road	13 Acre Lot	12	Month	\$ _____	\$ _____
Total Bid Price (Items 008 – 014)						\$ _____
Grand Total Bid Price (Items 001 – 014)						\$ _____

SECTION III – Additional Optional Services (To be ordered by HCC as needed):

1. Tree addition / replacement services:
 - a. Labor: _____ / Hour
 - b. Cost of Materials: (reimbursable at cost, Estimated not-to-exceed \$10,000.00 / Annually)
2. Irrigation / sprinkler systems repairs or additions:
 - a. Labor: _____ / Hour
 - b. Cost of Materials: (reimbursable at cost, Estimated not-to-exceed \$10,000 / Annually)
3. Additional Landscaping (bedding, plants, etc.):
 - a. Labor: _____ / Hour
 - b. Cost of Materials: (reimbursable at cost, Estimated not-to-exceed \$10,000 / Annually)

ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
LANDSCAPING AND GROUND MAINTENANCE SERVICES
PROJECT 09-52

Section 1: General Landscape and Grounds Maintenance Services
(To be performed at all HCC Colleges/Facilities)

The landscape and grounds maintenance service shall include, but are not limited to the work tasks listed below and shall be provided at all HCC facilities. The Contractor shall provide landscape and grounds maintenance services for the Houston Community College System facilities as listed in Attachment 3C, and in accordance with the Maintenance Frequency Schedule, Attachment 3A.

The Contract Shall:

- a) Perform grass mowing, edging, trash/debris removal, and power blowing of lawn areas.
- b) Maintain existing landscape plants, trees, shrubs, groundcovers and lawn areas in a manner that provides a healthy, thriving condition.
- c) Maintain existing irrigation systems in a proper operating condition to ensure a proper application of water to plant area.
- d) Maintain each facility site in a clean condition, free of debris, weeds and insect infestation.
- e) Conduct a general inspection of all landscape areas, within the scope of services during each service visit. The inspection shall include, but is not limited to, the irrigation systems, insect infestation, plant materials, and other conditions that may be detrimental to thriving plant growth.
- f) Inspect existing irrigation systems at all locations within a reasonable amount of time after contract award and report of the findings shall be submitted to HCC Director of Maintenance of his designee. Adjustments and setting to automatic controllers shall be performed on an "as needed basis" to maintain a healthy lawn growth. Thereafter, the existing irrigation systems at all locations shall be inspected by a licensed irrigator on a monthly basis. All inspections of the irrigation systems shall be performed by a licensed irrigator. Existing irrigation systems/equipment damaged by the contractor shall be replaced (at contractor's expense) within a reasonable amount of time, with the original equipment brand and model.
- g) Check ground moisture at all appropriate locations. If moisture sensors are not part of the irrigation system, the ground moisture levels shall be checked on a monthly basis to assist HCC in making a determination on the frequency of watering requirements.
- h) Replace plants or dead ground cover, which died under his/her care and not due to vandalism or circumstances beyond his/her control. Items that are damaged due to circumstances beyond the contractor's control shall be reported to the HCCS designated representative promptly in writing.
- i) Reduce mowing frequency if a drought period has been determined to exist and such reduction in services is approved by HCCS. The Contractor shall present a revised

mowing schedule to the HCCS representative for approval prior to implementing such revised schedule.

Section II – Special Landscaping/Maintenance Requirements for System Administration Building and Parking Garage Facility

In addition to performing the work tasks specified in Section I, above the Contractor shall also perform additional work tasks at the System Administration Building and Parking Garage Facility. The System facility located at 3100 Main has container plants (West Courtyard near Travis Street). The Parking Garage Facility also has container plants that shall be maintained according to the requirements of this document (including elevator lobby areas). Contractor shall include the materials (plant materials, soils and soil amendments) for a complete installation of the annuals and associated plant materials for the following quantity of plant containers for the System Facility locations. Maintenance and changing of seasonal color will be required (as noted in Attachment 3A):

- (3) 24" diameter planters – provide complete installation for the 3 square feet of annual planting materials each planter (to be located in parking garage elevator lobby areas), filtered sun materials only, see recommended annual plant bed list below.
- (6) 30" diameter planters – provide complete installation for 4 square feet of annual plant materials each planter, filtered sun materials only for three planters to be located in parking garage elevator lobby areas) and full sun tolerant materials only for additional three planters (to be located in parking garage elevator lobby areas) and full sun tolerant materials only for additional three planters (to be located within West Courtyard area), see recommended annual plant bed list below.
- (6) 36" diameter planters – provide complete installation for 7.5 square feet of annual plant materials each planter, filtered sun materials only for three planters to be located in parking garage elevator lobby areas) and full sun tolerant materials only for additional three planters (to be located within West Courtyard area), see recommended annual plant bed list below.
- (4) 42" diameter planters – provide complete installation for 9.5 square feet of annual plant materials each planter, filtered sun materials only for one planter (to be located in parking garage elevator lobby area) and full sun tolerant materials only for additional three planters (to be located within West Courtyard area), see recommended annual plant bed list below.

Section III – Ground Cover Requirements:

- a) Replace dead or diseased plants.
- b) Fertilize three (3) times a year with complete slow release granular fertilizer, 12-12-6, at the rate of 10lbs per 1000 sq. ft. in March, June, and September.
- c) Apply winter rye seed once a year in October at the rate of 10 lbs. per 1000 sq. ft.
- d) Trim all ground cover as necessary to keep borders away from paving lawns, planted areas, and buildings. Trim top growth as necessary to achieve an overall even appearance. Keep free of weeds and debris. Keep free of pests, such as snails, slugs, etc.
- e) Keep all fence lines groomed on both sides.
- f) Keep all ground cover areas cleared of dead leaves each spring or as necessary if severe leaf drop occurs.

Section IV – Tree and Shrub Care Requirements

a.) Watering/Irrigation System:

1. Maintain basins where provided around trees and shrubs. Open basins during winter rains to prevent accumulation of excess water.

b.) Seasonal Color:

1. Contractor shall change seasonal colors three (3) times a year in the months of March, June and November. Design concepts and plant selections shall be approved by HCC prior to installation (see Attachment 3A and 3B for frequency and recommended plant selection).

2. Provide a uniform blend of seasonal color in seasonal planting bed. Provide single selections, but different selections for each container of seasonal planting. Plant selections shall be based upon use of each plant material type listed in the Recommended Annual Plant Bed List – Seasonal Color provided in Attachment 3B.

c.) Pruning:

1. Prune deciduous trees December through February to promote open framework in head once every other year or as necessary.

2. Prune evergreen trees in the fall and early summer to thin out heads and shape as necessary.

3. Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.

4. Prune all shrubs and young trees as required by thinning and shaping as necessary to present a natural appearance. Prune flowering shrubs after blooming. Prune Nandinas in late winter to cut out at ground tallest canes to promote fullness. Prune Photinia and Viburnums heavily in March and light prune and shape throughout the rest of the year.

d.) Weeding:

1. Keep basins and areas between plants free of weeds.

2. Use herbicides per manufacturer's recommendations.

3. Cultivate as necessary for aeration

4. Weed ground cover areas.

e.) Staking and Guying:

1. Maintain and replace stakes and guys with equal material until plant is capable of standing vertical, free and able to resist spring high winds and winter storms.

f.) Plant Replacements:

1. Remove dead and damaged plants and replace with plants of equivalent size and variety, subject to the approval and purchase by the HCC Representative.

g.) Mulch Control:

1. Apply 2-inch depth of composite shredded bark mulch annually. Apply three (3) times a year. (See Attachment 3A, Maintenance Frequency Schedule).

h.) Fertilizing:

1. Fertilize Gardenias after flowering with a fertilizer blended for Gardenias, Azaleas and Camellias. Fertilize Sweet Olives and Viburnums in early spring and flowering with balanced fertilizer.

2. Fertilize shrubs and ground cover areas with ½ cup of granular 14-7-14 fertilizer per each foot of shrub height. Trees shall be fertilized per standard perforation method with 3 feet holes on center inside drip line. Tree fertilizer will be Doggetts 30-3-7 with micro nutrients.

i.) Tree Saucers

1. Weed tree saucers in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A). Maintain tree saucers at existing size of circumference in a neat circle. Mulch depth shall be two inches. Apply mulch in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A).

j.) Tree Replacement and/or Additions:

1. Remove dead and damaged trees as required, subject to the advance approval by an HCC Representative.

2. Supply and plant trees as required, subject to advance approval by an HCC Representative.

- **NOTE: Many of the trees at the Central Campus are Historical and require special maintenance.**

Section V – Lawn Care Requirements:

a.) Watering:

1. Water lawn areas as frequently as necessary to maintain healthy growth. Use irrigation system where installed.

2. The established turf should not be kept wet by should dry out somewhat between waterings. A twice weekly watering is good under regular conditions, but during the months of May through the end of September, water three times per week. In very hot weather, apply fast watering with fine spray. In shaded areas caused by trees or shrubs, water more frequently. If lawn wilts, shows grey-brown, water more frequently.

b.) Mowing and Edging:

1. Maintain turf areas at a 2-inch level above soil level, being careful not to remove more than one-third of the turf blade at any given mowing frequency. Edging shall be performed along all sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines. Areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences shall be performed with monofilament trimmers only. All turf and edge clipping shall be removed by Contactor.

2. During periods of cool weather, mow at 1-1/2 inches. During hot weather, the cut shall be not lower than 2 inches from the soil. Do not scalp the lawn or cut more than half the existing top-growth in one mowing. Remove or catch the clippings. Do not allow clippings to remain on lawn surface more than four hours. For newly seeded turf areas, mow in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A), when soil is firm enough to support equipment without making ruts.

c.) Weeding:

1. The Contractor shall ensure that all turf areas are treated with post emergent herbicide in March and August and must maintain weed control as specified by monthly job work sheet (see Attachment 3A).

d.) Fertilizing:

1. Fertilize lawn areas in spring, summer and lightly in fall with a balanced slow release nitrogen fertilizer, 1 lb. available nitrogen per 100 sq. ft. to accommodate the needs of the site (see Attachment 3A).

2. Apply Winter Rye in the month of October each year to the 44 acres.

e.) Weeding:

1. Weeds include, but are not limited to, Johnson-Grass, Nut Grass and Poison Ivy.

2. Spray only foliage of grass to be eradicated, as this spray will kill any plant that it contacts. Areas to be sprayed shall be approved by HCC. Application rate shall be as recommended by the manufacturer.

3. Apply pre-emergent weed killer in accordance with Manufacturer's recommendation and in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A).

Section VI – Irrigation System (Repairs and Maintenance)

a.) The Contractor shall:

1. Repair and/or replace any equipment damaged at no cost.

2. Keep heads and lines flushed clear and system working properly.

3. Check clock settings, clock operation, head elevation/coverage valve function and vacuum breaker.

4. Test and certify pressure vacuum breaker.

5. Maintain detention pond basin.

b.) Contractor may be required to install, operate, and/or repair irrigation systems at various HCC facilities. A **licensed irrigator** shall inspect all irrigation systems installation work as well as inspect all existing irrigation systems on a monthly basis.

Section VII – Insect and Disease Control requirements:

a.) Trees:

1. Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.

2. 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.

b.) Herbicide:

1. Distribute pre-emergence herbicides in February and September.

2. Distribute post-emergence herbicides in March and August.

c.) Turf Areas:

1. Monitor all turf areas. In the event of insect or disease infestation, the Contractor shall recommend chemical control measures to the HCC Representative.
 2. Treat fire ant manifestations when observed during the performance of landscape maintenance tasks as a routine service.
 3. Remove contaminated materials from the site as identified and mutually agreed upon by the Contractor and the HCC Representative, and dispose of in a proper and safe manner.
- d.) Weed Control:
1. Insects: Control insects with applications of insecticides at the manufacturer's recommended rate.
 2. Diseases: Where they first appear, spray for diseases with a commercial chemical, in accordance with the manufacturer's recommendations.
- e.) Detention Pond:
1. Herbicides shall be used three (3) times a year (See Attachment 3A, Maintenance Frequency Schedule) to control weeds, cattails, etc. in basin.

Section VIII – Clean-up Requirements:

Contractor shall dispose of all waste materials or refuse from Contractor's operations except where agreement is reached with HCC Director of Maintenance to dispose Contractor-generated waste materials on HCC property.

- a.) Sidewalks and Driveways:
 1. Keep sidewalks and driveways free of trash, leaves, etc., by sweeping, hosing, or vacuuming as necessary.
 2. Spray walkway sidewalks, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around the areas without damaging surrounding turf and/or plant materials. Use safety precautions during applications.
- b.) Remove branches or other debris from planting areas **weekly**.
- c.) Landscape clean up, removal of trash (including cigarette butts) and by-products of maintenance in landscape areas including the courtyard space and along the lawn areas of the perimeter walk for both sides.
- d.) Leaves, papers, grass clippings, cigarette butts or other debris shall be removed in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A), as noted under Litter Pickup.

- e. Litter pickup shall include all debris and litter reoccurring within the limits of right-of-way around the lawn areas of the perimeter of the parking garage and the main building.
- f. Mulch beds and container plants shall be cleaned of all debris and litter. Mulch, which has been scattered outside of mulch bed or has been washed outside of mulch bed by rain, shall be removed so that the areas around mulch beds are always clean and neat.

Section IX – Contractor’s Equipment:

Equipment requirements listed under this Section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of maintenance operations desired.

- a.) Mowers:
 - 1. Power rotary mowers with bagger attachment shall be used for maintenance of smaller lawn areas. Riding mowers with bagger attachment shall be used for maintenance of extensive lawn areas.
 - 2. Mulching mowers shall not be used without prior approval of the HCC Representative.
- b.) Edgers: Rigid or flexible steel blade producing a fine clean edge where turf meets walkways, pavements, curbs, headers or buildings.
- c.) Trimmers: Only monofilament trimmers shall be used for areas to be trimmed.
- d.) Fertilizer Spreaders: Cyclone. No visible overlapping of applications will be permitted.
- e.) Deep Root Feeder: Ross by Ross Daniels, Incorporated, Des Moines, IA 50265 or approved equal.
- f.) Pruning Tools: Maintain in good working order and with sharp cutting edges. Disinfect pruning tools after using them to remove diseased limbs.
- g.) Watering Tank: Recommend use of WaterBoy Professional Watering Machines (or approved equal) for watering container plants as they do not have an irrigation system. Use of water hose connected to facility hose bibs is not available for watering of plant materials.

Section X – Stakes and Guys:

- a.) Tree Staking Materials: Contractor shall use staking materials necessary to meet requirements of specifications, subject to approval. Suggested materials:
 - 1. Tree Stakes: Seven (7) feet long steel T-post weighing 1.33 pounds per foot.

2. Paint for Stakes: Pittsburgh No. 3636 Weimar Gray.
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 Materials: Contractor shall use guying material necessary to meet the requirements herein. Suggested materials:
 - a. Deadmen: Locust, catalpa, cedar or redwood, one-three-quarter ($\frac{3}{4}$) inch x four (4) inch galvanized eyebolt centered and secured on side.
 - b. Ground Screw Anchors: "Ground Gripper" by the A.B. Chance Company of Centralia, Missouri 65240, (314) 682-1234 or approved equal.
 - c. Universal ground anchor and cables assembly by Laconia Malleable Iron Company, Laconia, New Hampshire, (603) 524-2340 or approved equal.
 - d. Guying Cable: 1 x 19 aircord, size as specified.
 - e. Turnbuckles: Galvanized and dip-painted, size as specified.
 - f. Cable Clamps: Galvanized or copper, size as required.
- g. Plastic Guy Covers: Three-eighths ($\frac{3}{8}$) inch diameter x three (3) feet long white plastic tubing.

Section XI-Products and Materials:

a. Fertilizers:

1. Lawn Areas – Use commercially mixed, pellet granular fertilizer with NPK (ES-13-13-13) and micronutrients. Fertilizer shall be slow release with a minimum residual of two (2) months.
2. Shrubs – Use a high phosphate plant food with 1-2-1 ratio for February application for Spring-flowering shrubs (except for Indian Hawthorns) and 3-1-2 ration in spring. Use a fertilizer that offers soil acidification and iron for Indian Hawthorns. Use a 3-1-2 ratio lawn type food for spring application and a 1-2-1 ratio in August on summer flowering shrubs. Use a high nitrogen fertilizer lawn type food for spring and August applications on Evergreen shrubs. Fertilizers are to be commercially mixed water-soluble or liquid form with formula rations as noted above.
3. Trees – Use a high phosphorous, root stimulating commercially mixed granular fertilizer with a 1-2-1 ratio for February application on new, recently transplanted and flowering trees. For established trees, make two extra passes under the trees' canopies when applying lawn fertilizer. Lawn fertilizer must not contain weed killer.
4. Ground Covers – Use the same high-nitrogen fertilizer used for lawn for each application. Lawn fertilizer must not contain weed killer.

- b. Herbicides: Granular pre-emergent herbicide used shall be safe to lawn, trees, shrubs and ground covers. If and when a post-emergent herbicide is provided it must be applied in a manner that will not damage other plant

material that are not weeds. Contractor will be responsible for replacing any damaged plant materials resulting from lack of care during application of post-emergent herbicides.

- c. Insecticides and Pesticides: Material shall comply with applicable laws governing their use. If and when insecticides or pesticides are provided, they must be applied in a manner that will not damage other plant material that is not being treated. Primary form of insect and pest management should be organic controls unless determined to be ineffective or impractical. If organic controls cannot be used, chemical controls are to comply with applicable laws governing their use and are to be used in accordance with all labels and instructions. Contractor will be responsible for replacing any damaged plant materials resulting from a lack of care during applications of insecticides or pesticides. Contractor's personnel and/or subcontractor personnel must be a **certified applicator** for all chemical applications licensed by the State of Texas structural Pest Control Board. Contractor shall provide proof of certification to HCC upon request.
- d. Irrigation equipment damaged by the Contractor must be replaced with the original equipment brand and model.
- e. Mulch stakes shall match existing material. Tree Stakes and Guys shall match existing materials if trees continue to need support.
- f. Landscape Materials: If any damaged or diseased materials need to be replaced, the Contractor shall provide a cost estimate to the HCC Representative for approval prior to implementation. Plant materials shall be equivalent in variety, size, and healthy growing condition, subject to the approval of the HCCS College representative.

Section XII – Chemicals:

- a. Pre-emergence Weed Control: Eptam 5-6 by Greenlight Products Company, San Antonio, Texas 78217, or approved equal.
- b. Herbicide: Roundup by Monsanto Company, St. Louis, Missouri, 63167, or approved equal.
- c. Insecticides:
 - 1. Ortho Isotox by Ortho Consumer Products Division, Chevron Chemical Company, San Francisco, California 94119, or approved equal.
 - 2. Ortho Daizinin by Ortho Consumer Products Division (as listed above), or approved equal.
 - 3. Borer Killer by Greenlight Company, San Antonio, Texas 78217, or approved equal.
- d. Fire Ant Control: Amdro, Atlanta, Georgia, 30339, or approved equal.
- e. Tree, Groundcover and Shrub Fertilizer: Agriform 20-10-5 formula 21-gram tablets or granular, or approved equal. Apply in accordance with manufacturer's written instructions.
- f. Tree and Shrub Deep Feeding Fertilizer: Agriform stakes or tablets. Apply in accordance with the manufacturer's specification to trees and shrubs existing prior to landscape installation.
- g. Turf Fertilizer: Balanced 15-15-15 lawn fertilizer. Apply at 10 pounds per 1,000 square feet.
- h. Fungicide: Systemic fungicide with Benomyl by (Greenlight Products, San Antonio, Texas 78217), or approved equal.
- i. General Purpose Fungicide with manganese and zinc by Greenlight Products, or approved equal.
- j. Supplemental Fertilizer for Acid Loving Plants, Trees and Shrubs: Mango soil acidifier with iron, zinc and sulfur by Magnolia Seed Companies of Texas, P.O. Box 22560, Dallas, Texas 75265. Apply as directed on bag.

- k. Use of Herbicides, Insecticides, sterilants, poison and animal traps:
1. The Contractor may use such herbicides, insecticides, sterilants, poison and animal traps as necessary and advantageous in its ground maintenance activities. Herbicides, insecticides, sterilants and animal traps shall be used responsibly and complying with Federal, State and Local laws and regulations. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products, equipment or both. HCC retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that the College may judge to be undesirable for any reason. Pesticides included in this Contract shall not require a license or shall not be restricted for use under Texas or Federal law. Pesticides shall not carry any state or federal restrictions.
 2. Products, like weed oil, leaving an undesirable residue or odor shall not be used.
 3. HCC shall be notified prior to application and advised of any danger associated with the use of these products.
 4. After HCC approval, apply insecticides in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A). The insect control program shall include slugs and snails and advance preventive spraying for twig borers. The Contractor shall be responsible for the choosing of chemicals and insecticides the Contractor uses and shall be accountable for any misuse of it.
 5. After HCC approval, apply the proper fungicide, herbicide and pesticides for the control of pests, weeds and plant diseases or treat cuts on exposed surfaces of trees for disease and pest control on turf and trees.

Section XIII – Tractor Mowing:

The Contractor shall perform tractor mowing services, (on a monthly basis) at the following HCC properties:

<u>LOCATION</u>	<u>LOT SIZE</u>
Willie Gay Hall 1990 Airport Blvd Houston, TX 77051-0144	40 Acres
Northeast Campus 555 Community College Dr Houston, TX 77013	36 acres
Stafford Campus 9910 Cash Rd Stafford, TX 77477	40 acres
Katy Campus 1550 Foxlake Dr Houston, TX 77084	27 acres
Missouri City Campus 5855 Sienna Springs Way Missouri City, Texas 77459	37 acres
Alief Center 2811 Hayes Rd Houston, TX 77082	13 acres

Section XIV – Submittals:

The Contractor shall submit the following information to each College Representative within Ten (10) calendar days after contract award:

- a. A yearly schedule of fertilizer and maintenance operations and a mowing schedule for each campus/facility.
- b. A list of materials/chemicals to be used during performance of the contract, including labels and Material Safety Data Sheets.
- c. Landscape/Grounds Maintenance Schedule (See Attachment No. 3A).
- d. Test and certify all Back-Flow Assemblies (preventers) per local code, and provide a copy of certification to the Project Manager for the appropriate college.

Section XV – Schedule:

- a. The Contractor shall provide HCC with a written schedule on the first day of each month detailing all work to be performed for that month.
- b. All work under this Section shall be performed in accordance with the attached Annual Maintenance Frequency Schedule (Attachment No. 3A).

Section XVI – Contractors Performance:

- a. The Contractor shall perform all work required to fulfill the intent of this section. The workmen shall be neat in appearance, perform their work in a professional manner, keep noise to a minimum and stage their work from a location on the site out of the way of the mainstream of the users.
- b. The Contractor shall provide all employees with the same uniform clearly identifying the company. In general, the Contractor's presence on the site shall be as inconspicuous as possible, yet clearly identifiable.

Section XVII – Neglect and Vandalism:

- a. Turf or plants that are damaged or killed due to Contractor's operations, negligence or chemicals shall be replaced at the Contractor's expense.
- b. Structures that are damaged due to Contractor's operations shall be replaced or repaired at the Contractor's expense.
- c. Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at HCC'S expense upon receipt of HCC'S written authorization to proceed.

Section XVIII – Guaranty and Replacement:

- a. Guaranty: Where Contractor sees any existing plants damaged or killed as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operation or occupancy of building, Contractor shall list item and location and report to HCC. Any damaged plant materials approved for removal and replacement by HCC shall be guaranteed for a period of one year from the date of their installation and acceptance.
- b. Replacement: At any time during the guaranty period, any dead plant shall be replaced within 3 weeks of HCC'S request. At the end of the guarantee period any plant that is dead: or 50% or more of the main branch structure dead; or not in satisfactory growth as determined by HCC shall be removed from the site and shall be replaced as soon as normal conditions for planting permit. Plants which die at no fault to the contractor shall be replaced at a price and size agreed on by HCC Contractor prior to the replacement.

ATTACHMENT NO. 3A

MAINTENANCE FREQUENCY SCHEDULE (All Facilities)

PROJECT NO. 09-52

DESCRIPTION	ESTIMATED NO. OF VISITS	SERVICE DATES
Mow, Edge, Remove trash and Power Blow (Weed/Grass); Water 3200 and 3100 Main containers and Annual Bed. DO NOT OVER WATER	44	Mar- Oct: Weekly Nov-Feb: Every other week
Prune Shrubs	12	Once per month
Prune Tree or Trees	1	As needed – NO TOPPING OFF OF TREES
Insect Control	44	As mutually agreed upon
Spray Weeds in Paving Cracks	24	
Fluff Mulch	12	Once per month
Cultivate Beds	5	As mutually agreed upon
Trim Lower Limbs at 8 ft. and Below	2	As mutually agreed upon
Aerate Lawns	1	April
Switch out Seasonal Color (1st week)	3	March, June, November
Mulching	3	March, June, November
Fertilize Lawn	4	Feb, Apr, Jul. Sep, Nov
Fertilize Shrubs	2	February, 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
Other (Apply Winter Rye)	1	October
Detention Ponds	3	March, June, November
Large Tree Trimming (Oak/etc)	1	As mutually agreed upon

Notes:

1. Mulching – Call for 3 applications: Spring, Summer and Fall
2. Annuals located in Containers at 3220 Main Parking Garage are to be provided 1 x per year in November and removed after bloom period is over until the next November. The intent is that these are installed to augment the color in these containers during the winter months. Alternate annuals or perennials will only be considered if cut sheets are provided and if recommended plants are proven to be unavailable in the Texas area for purchase.
3. For Seasonal Colors, all design concepts and plant selection shall be approved by the Director of Maintenance or designee.

ATTACHMENT NO. 3B
RECOMMENDED ANNUAL PLANT BED LIST – Seasonal Plants
PROJECT NO. 09-52

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.
Lamiaeum 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	Dianthus,	QT. TO 1	6" o.c.	November	Filtered Sun

'Sweet William'	Sweet William	GAL.			locations, mix on rose, pink white and red.
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RECOMMENDED ANNUAL PLANT BED LIST – Seasonal Plants (Cont'd)

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.

ATTACHMENT NO. 3C
HCC CAMPUS LOCATIONS AND CONTACTS (ALL FACILITIES)
PROJECT NO. 09-52

NORTHEAST COLLEGE

Contact Person: Faybian Pierre
Project Manager (713) 718-8029

Northeast Campus
555 Community College Dr
Houston, TX 77013

Pinemont Center
1265 Pinemont Dr
Houston, TX 77018

Northline Campus
401 Northline Mall
Houston, TX 77022

Automotive Technology Center
4638 Airline
Houston, TX 77022

HISD
8029 Fulton Street
Houston, TX 77022

Public Safety Building
Codwell Campus

Fire Training Facility
Codwell Campus

Access Roads
Codwell Campus

Acreage Finish Mowing
Codwell Campus

NORTHWEST COLLEGE

Contact Person: Cecil Martin
Project Manager (713) 718-7929

Spring Branch
1010 W Sam Houston Pkwy N
Houston, TX 77043

Katy Mills
25403 Kingsland Blvd
Katy, TX 77494

Katy Campus
1550 Foxlake Dr
Houston, TX 77084

SOUTHWEST COLLEGE

Contact Person: Jesse Patrick
Project Manager (713) 718-7929

Stafford Campus
9910 Cash Rd
Stafford, TX 77477

Scarcella Center
10141 Cash Rd
Stafford, TX 77477

Greenbriar Annex
13645 Murphy Rd
Stafford, TX 77477

Missouri City Campus
5855 Sienna Springs Way
Missouri City, TX 77459

Applied Technology Center
4010 Bluebonnet
Stafford, TX 77477

Alief Continuing Education Ctr.
13808 Bissonnet
Houston, TX 77083

Alief Center ERC
2811 Hayes Rd
Houston, TX 77082

Soccer Field
9911 Cash Road
Stafford, TX 77477

SOUTHWEST COLLEGE (Cont'd)

Contact Person: Jessie Patrick
Project Manager (713) 718-2336

Gulfton Center
5407 Gulfton Rd
Houston, TX 77081

West Loop Center
5601 W Loop S
Houston, TX 77081

New Hub Building
Scarcella Campus

SOUTHEAST COLLEGE

Contact Person: Jessie Patrick
Project Manager (713) 539-3088

Southeast Campus
6815 Rustic Ave
Houston, TX 77087

Eastside Annex
2524 Garland Dr
Houston, TX 77087

Learning HUB
2420 Garland St
Houston, TX 77087

Residence
6902 Palmetto St
Houston, TX 77087

Felix Morales Building
6815 Rustic Street
Houston, TX 77087

Drennon
222 Milby
Houston, TX 77003

**COLEMAN COLLEGE FOR
HEALTH SCIENCES**

Contact Person: Jessie Patrick
Project Manager (713) 718-2336

College of Health Sciences
1900 Pressler Dr
Houston, TX 77030

CENTRAL COLLEGE

Contact Person: James Walker III
Project Manager (713) 718-7563

Central Campus
1300 Holman
Houston, TX 77004

Willie Lee Gay Hall
1990 Airport Blvd
Houston, TX 77051

Educational Development Ctr.
3214 Austin St
Houston, TX 77004

Residential Area
1411 W. Alabama
Houston, TX 77006

New Property
1349 Alabama
Houston, TX 77004

Central Plant
1511 Alabama
Houston, TX 77004

New Building–Gravel Parking
Lot
3709 La Branch
Houston, TX 77004

SYSTEM ADMINISTRATION
BUILDING & PARKING GARAGE

Contact Person: Hector Perez
Project Manager (713) 718-2336

Administration Building
3100 Main St
Houston, TX 77002

Parking Garage
3220 Main St
Houston, TX 77002

New Warehouse
1106-1110 Delano / Lamar
Houston, TX 77003

ATTACHMENT NO. 4

GENERAL TERMS AND CONDITIONS

1. **Contract Award**

A response to the solicitation is an offer to contract with Houston Community College ("HCC") based on the terms and conditions contained therein. Bids do not become contracts until they are accepted by HCC through issuance of written purchase a contract signed by both parties, or other duly executed documents. The general terms and conditions in this Attachment No. 4, the applicable requirements and provisions of the IFB, and other provisions required by HCC shall be included in any resulting contract.
2. **Contract Term and Delivery**

The contract performance period will be three (3) years after receipt of a Purchase Order issued by HCC.
3. **Interpretation, Jurisdiction and Venue**

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas without regard to its choice of law provisions. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in a court of competent jurisdiction located in Harris County, Texas.
4. **Compliance with Laws**

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

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C(3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. The contract shall not contain any requirement for HCC to pay sales or other taxes from which it is exempt under applicable law.
6. **Termination for Convenience**

HCC may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of HCC or the contractor, by giving thirty (30) calendar days written notice thereof to the selected contractor.
7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the contractor, if the contractor fails to execute the work properly; performs in a manner that is unsatisfactory to HCC, breaches any terms, conditions, covenants, or provisions of the contract; or otherwise fails to meet its obligations under the contract. In the event of termination for default, HCC shall have against the contractor all remedies provided by law and equity. HCC, in its discretion, may include a provision granting the contractor a reasonable opportunity to cure contractor's default depending on the nature of the breach or default.
8. **Ethics Conduct**

Any breach of any HCC ethics policies, rules, or regulations; any violation of any ethics laws or prohibitions; and any direct or indirect actions taken to unduly influence competitive processes, 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 solicitations, bid awards, orders, and contracts.
9. **Conflict of Interest**

HCC expects the Contractor to comply with Chapter 176 of the Texas Education Code and that failure to comply is grounds for termination of the Contract.
10. **Small Business Development Program (SBDP)**

To the extent required by the solicitation, the contract shall require the selected contractor to agree to attain small business participation goal or target set forth in the solicitation. The contractor further shall agree to enter

into agreements for the Work identified in Attachment No. 8 of the solicitation entitled Contractor and Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The contractor's failure to comply with the aforementioned small business participation provisions may result in:

- Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by HCC.
- Revocation of any benefits and incentives provided under the program or suspension or termination of the contract in whole or in part.

For this contract, HCC has established a best effort of the total contract amount as the goal for small business participation.

11. **Small Business Compliance**

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

12. **Prime Contractor/Contract for Services**

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

13. **Changes**

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the contractor's cost and/or the time for performance, the contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written acceptance and direction of HCC. Notwithstanding the foregoing, any increase in cost or price under the contract of \$50,000 or more shall require approval by the HCC Board of Trustees before effective.

14. **Insurance Requirements**

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

15. **Indemnification**

The Contractor shall indemnify, defend, and hold HCC, its agents, employees, trustees and other officers harmless from any and all losses, damages, harm of any type or character (including attorney's fees and costs of suit) regardless of the nature or theory of the claim, whether negligence, contractual, extra contractual, or otherwise arising from or by reason of any act or omission of the contractor, its agents, servants, officers, directors, and employees in the performance of the contract.

16. **Independent Contractor**

It is agreed and understood that the contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the contractor to perform the services required by the contract shall be deemed to be contractor's employees or independent subcontractors; that the contractor's employees shall be paid by the contractor; and the contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law. The contractor shall indemnify, defend, and hold HCC, its trustees, officers, employees, agents, and representatives harmless from any claims relating to the payment of salary, compensation, benefits, worker's compensation, or taxes to contractor's employees or agents.

17. **Third Party Rights**

The resulting contract shall contain the following provision: Nothing in this Contract, whether express or implied, will be construed to give any person or entity (other than the parties hereto and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or in respect of any terms or provisions contained in this Contract or any standing or authority to enforce the terms and provisions of this Contract. Nothing contained herein shall be construed to or operate to create any rights in any person, party, or entity who is not a party to this Contract including, but not limited to, any rights in the nature of a third-party beneficiary.

18. **Assignment**

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

19. **Notices**

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

Houston Community College

Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
ATTN: Executive Director, Procurement Operations

Contractor

Attn: _____

20. **Invoicing and Payment**

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

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

Reference: Project No. 09 - 52 and the applicable purchase order number.

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

21. **Appropriated Funds**

The purchase of any service or product under the resulting contract beyond the initial contract period 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 contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any other 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 end on August 31st.

22. **Entire Agreement**

The resulting contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials and subject matter contained in the contract and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. The contract shall not be amended or modified, except by mutual written agreement between and signed by the parties to the contract.

ATTACHMENT NO. 5

PROJECT NO. 09 - 52

HOUSTON COMMUNITY COLLEGE

DETERMINATION OF GOOD FAITH EFFORT

Bidder _____

Address _____

Phone _____

Fax Number _____

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

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

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

Signature of Bidder

Title

Date

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

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

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

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

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

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

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

Signature: _____

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

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

**Houston Community College
Procurement Operations/Small Business Representative
Post Office Box 667517
Houston, Texas 77266-7517
Ref: HCC Project No. 09 - 52**

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>
_____ African American (AA)	_____ Male	_____ Houston (H)
_____ Asian Pacific American (APA)	_____ Female	_____ Texas (T)
_____ Caucasian (C)		_____ Out of State (O)
_____ Hispanic American (HA)		Specify State _____
_____ Native American (NA)		_____ Public Owned (PO)
_____ Other (O) Specify _____		

BUSINESS CLASSIFICATION

- | | |
|--|---|
| _____ DBE Disadvantaged Business Enterprise | _____ SB Small Business |
| _____ WBE Women Owned Business Enterprise | _____ MBE Minority Business Enterprise |
| _____ HUB Historically Underutilized Business | _____ Other: _____ |

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 9

NON-DISCRIMINATION STATEMENT

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

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 10

CERTIFICATION AND DISCLOSURE STATEMENT

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

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

If a business entity: YES or NO

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

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of Texas

Sworn to and subscribed before me at _____

Texas, this the _____ day of _____, 2009

Notary Public for the State of: _____

ATTACHMENT NO. 11

AFFIDAVIT FORM

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of Texas

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

this the _____ day of _____, 2009.

Notary Public for the State of: _____

ATTACHMENT NO. 12
BUSINESS QUESTIONNAIRE

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

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

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

_____ If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

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

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

ATTACHMENT NO. 13

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 = 35%

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

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the Bidder may be subject to the loss of the contract or the termination thereof resulting from this bid and could be ineligible for future HCC contract awards.

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 14

VENDOR APPLICATION INSTRUCTIONS

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 http://hccs.aecglobal.com/Supplier_Registration_Form.asp

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

**ATTACHMENT NO. 15
HOUSTON COMMUNITY COLLEGE
INSURANCE REQUIREMENTS**

The insurance coverage and limits listed herein are the minimum that the Contractor shall carry during performance of the contract for Landscaping and Grounds Maintenance, Project No. 09 - 52:

1. Commercial General Liability for Bodily Injury / Property Damage Limits:

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

2. Automobile Liability:

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

3. Workers Compensation:

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

The following endorsements are required on the Certificate of Insurance:

- 90 Day Notice of Cancellation
- HCC be named as Additional Insured on all policies except the Workers Compensation (Prohibited by Law)
- Waiver of Subrogation added by endorsement on all policies

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

Note: CSL denotes "Combined Single Limit".

ATTACHMENT NO. 16

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	Date Received
<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 176.001(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</p> <p align="center">_____</p> <p align="center">Date</p>	

Adopted 06/29/2007



**procurement
operations**

Sample Contract Documents

By and Between

Houston Community College

And

**For
Landscaping and Grounds Maintenance Services**

Project No. 09 - 52

SAMPLE CONTRACT EXHIBITS

EXHIBIT A BID / AWARD FORM

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

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

EXHIBIT C SCOPE OF SERVICES

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

EXHIBIT D GENERAL TERMS AND CONDITIONS

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

EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

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

EXHIBIT F INSURANCE REQUIREMENTS

Note: (Attachment No. 15 of this solicitation may become Exhibit E in the resulting contract.)

EXHIBIT G SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM (If required)

EXHIBIT H SUBCONTRACTOR PROGRESS ASSESSMENT FORM (If required)

EXHIBIT G

**HOUSTON COMMUNITY COLLEGE
SUBCONSULTANTS/SUBCONTRACTORS/SUPPLIERS PAYMENT CERTIFICATION FORM**

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

PROJECT NO./TITLE: 09 – 52 / Landscaping and Grounds Maintenance Services

NAME OF SUBCONTRACTOR: _____

ADDRESS: _____

I hereby certify that the above firm has received payment on _____ from _____
(Date) (Prime Contractor)

In the amount of \$ _____ as full payment of our Invoice No. _____ dated _____

for work performed during _____ under Contract/Project No. _____.
(Enter Time Period)

Signature: _____

Name (Print or Type) : _____

Title: _____

Date: _____

Telephone: _____

**EXHIBIT H
HOUSTON COMMUNITY COLLEGE
SUBCONTRACTOR PROGRESS ASSESSMENT FORM**

Project No./Title: 09 – 52 / Landscaping and Grounds Maintenance Services

Reporting Period: From _____ To _____

Prime Contractor: _____

Total Contract Amount (Prime Contractor): \$ _____

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

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

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will
(Prime Contractor)

make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractor(s) in accordance with the contractual arrangements with them.

Signature: _____

Name (Print or Type): _____

Title: _____

Date: _____

Telephone: _____