



Procurement Operations

Invitation for Bids (IFB)

For

Project Title: Interior Plant Installation and Services

Project No. 09-51

INVITATION FOR BIDS

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HOUSTON COMMUNITY COLLEGE
INVITATION FOR BIDS – SUMMARY

Date: July 20, 2009

Project Title: Interior Plant Installation and Services

Project No. 09-51

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: Georgia Coats
Title: Purchasing Agent
Telephone: (713) 718-5004
Fax: (713) 718-2113
Email: georgia.coats@hccs.edu

Project Overview: Houston Community College System (“HCC”) is seeking sealed bids from qualified firms to provide Interior Plant Installation and Services throughout various HCC facilities/campuses. The selected firm(s) will be responsible for maintaining existing plants at all HCC campuses as well as providing replacement plants and containers when needed and requested by HCC. (Please refer to the Attachments contained in this solicitation).

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. 5.

Pre-Bid Meeting: Mandatory Not Mandatory
A pre-bid meeting will be held on July 24, 2009 at 10:00 A.M., in the conference room #11A07.

Bid Opening Time/Location: Sealed bids in original form for **Interior Plant Installation and Services** required and/or contemplated under this invitation for bids as described herein will be received until August 04, 2009 @ 2:00 P.M. at the Procurement Operations department, 3100 Main (11th Floor), Houston, Texas 77002, and at that time publicly opened and read aloud.

Contract Term: The contract term for contract(s) awarded from this solicitation, if any will be three (3) years, with two (2) one-year renewal options.

Small Business Development Program (SBDP): The small business participation goal for this solicitation is 15 percent. (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 type of service described in Attachment No. 3;
 - 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 reviews 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 lowest bid price for Item Nos. 1-10, 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 **15** percent 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, offeror, lobbyist or consultant and any Trustee;

- Between any Trustee and any member of a selection or evaluation committee; and between any Trustee and administrator or employee; 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. 09-51
Attn: Georgia Coats**

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: Interior Plant Installation and Services
PROJECT NO.: 09-51

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. 09-51

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: _____

Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2
SCHEDULE OF ITEMS AND PRICES
FOR
INTERIOR PLANT INSTALLATION AND SERVICES

The Bidder/Contractor shall furnish all resources and services necessary and required to perform Interior Plant Installation and Services at various HCCS facilities in accordance with the scope of services (Attachment No. 3) and the general terms and conditions of the proposed contract documents for the amount(s) listed herein.

| Item No. | <u>SERVICES</u> (Per Attachment No. 3) | Qty. | Unit | Unit Price (Per Mo.) | Extended Price |
|-----------------|--|-------------|-------------|---------------------------------|-----------------------|
| 001 | Interior Plants Maintenance Services for: System Administration Building; multiple floors, 3100 Main Street | 12 | Month | \$ _____ | \$ _____ |
| 002 | Interior Plants Maintenance Services for: Central Campus - Ten (10) facilities: Theater One, Fine Arts, Heinen Theater, San Jacinto Building and Educational Development Center, BSCC Building, JDB Building, Whiteley Building, SIS Building and Willie Lee Gay Hall (288 Campus). | 12 | Month | \$ _____ | \$ _____ |
| 003 | Interior Plants Maintenance Services for: Southeast Campus - Two (2) facilities: Angela and Felix Morales Building and Eastside Annex. | 12 | Month | \$ _____ | \$ _____ |
| 004 | Interior Plants Maintenance Services for: Northeast Campus - Five (5) facilities: Codwell Hall, Roland Smith Truck Driving Center, Automotive Technology Training Center Bldg A. , Pinemont Center, Northline Mall Center, | 12 | Month | \$ _____ | \$ _____ |
| 005 | Interior Plants Maintenance Services for: Southwest Campus - Six (6) facilities: Alief Center, Stafford Campus, Scarcella, Gulfton, West Loop Center, Alief Campus and Missouri City Center | 12 | Month | \$ _____ | \$ _____ |
| 006 | Interior Plants Maintenance Services for Northwest Campus - Three (3) facilities: Spring Branch Campus, Westgate and Katy Mills | 12 | Month | \$ _____ | \$ _____ |
| 007 | Interior Plants Maintenance Services for: Americana Building - 811 Dallas Office (6 th & 7 th Floors). | 12 | Month | \$ _____ | \$ _____ |
| 008 | Interior Plants Maintenance Services for: Coleman - College For Health Sciences 1900 Pressler Drive | 12 | Month | \$ _____ | \$ _____ |

ATTACHMENT NO. 2

**SCHEDULE OF ITEMS AND PRICES
(cont'd)**

| Item No. | Description (Plants) | Est. Qty | Unit | Unit Price | Extended Price |
|-----------------|--|-----------------|-------------|-------------------|-----------------------|
| 009 | Supply Red Poinsettias, Size: 6", on an "as needed" basis. | 1,000 | EA | \$ _____ | \$ _____ |
| 010 | 6" Blooming Plants (To be changed once per season) (4 Total) | 4 | EA | \$ _____ | \$ _____ |

Total Bid Price (Items 1 – 10): \$ _____

OPTIONAL ITEMS

| Item No. | Description Pottery/Containers | Estimated Quantity | Unit | Unit Price | Extended Price |
|-----------------|---|---------------------------|-------------|-------------------|-----------------------|
| 001 | #H616P Hines Pottery, Cylinder 600 Series, Gloss black with casters (For use with 14" plants) | 8 | EA | \$ _____ | \$ _____ |
| 002 | #H612P Hines Pottery, Cylinder 600 Series, Gloss black with casters (For use with 10" plants) | 5 | EA | \$ _____ | \$ _____ |
| 003 | #PR2565GP Hines Pottery, Rectangular, P-Series, Gloss black (For use with 6" plants) | 14 | EA | \$ _____ | \$ _____ |

**Note: Hines Pottery contact telephone numbers are: Toll Free: 1-800-231-0875
or 713-466-1187 Fax No.: 713-466-7335.**

ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
INTERIOR PLANT INSTALLATION AND SERVICES
PROJECT NO. 09-51

- I. **GENERAL:** The scope of services covers the requirements to supply interior plants, materials and associated services for the Houston Community College System (“HCC”) facilities at each of the locations listed herein. The facilities where services are required and the respective contact persons are:
1. **NORTHEAST COLLEGE FACILITIES**, Contact person: **Faybian Pierre (713) 718-8029:**
 - A. Codwell Hall, 555 Community College Drive, Houston, TX 77013
 - B. Pinemont Center, 1265 Pinemont, Houston, TX 77018
 - C. Northline Mall Center, 401 Northline Mall, Houston, TX 77022
 - D. Automotive Technology Training Center, 4638 Airline, Houston, TX 77022
 - E. Roland Smith Truck Driving Center, 555 Community College Drive, Houston, TX 77013
 2. **NORTHWEST COLLEGE FACILITIES**, Contact Person: **Cecil Martin, Maintenance Supervisor (713) 718-7929:**
 - A. Spring Branch Center, 1010 W. Sam Houston Parkway N., Houston, TX 77043
 - B. Katy Mills, 25403 Kingsland Blvd, Katy, TX 77494
 - C. Westgate Center, 1550 Fox Lake Drive, Houston, TX 77084
 3. **SOUTHWEST COLLEGE FACILITIES**, Contact Person: **Jesse Patrick, Maintenance Supervisor (713) 718-7929:**
 - A. Alief Center, 13803 Bissonnet, Houston, TX
 - B. Gulfton Center, 5407 Gulfton, Houston, TX
 - C. Scarcella Campus, 10141 Cash Road, Stafford, TX
 - D. Stafford Campus, 9910 Cash Road, Stafford, TX
 - E. West Loop Center, 5601 West Loop South, Houston, TX
 - F. Alief Campus, 2811 Hayes Road, Houston, TX
 - G. Missouri City Campus, 5855 Sienna Springs Way, Missouri City, TX
 4. **SOUTHEAST COLLEGE FACILITY**, Contact Person: **Jessie Patrick, Maintenance Supervisor (713) 539-3088:**
 - A. Felix H./Angela V. Morales Bldg
6815 Rustic, Houston, TX 77087
 - B. Eastside Annex
2524 Garland, Houston, TX 77087
 5. **CENTRAL COLLEGE FACILITIES**, 1300 Holman, Houston, TX 77004 Contact Person: **Tina Young, Campus Manager (713) 718-7629:**, and James Walker (713) 718-6543.
 - A. JDB Building
 - B. Theater One
 - C. Fine Arts
 - D. Heinen Theater
 - E. San Jacinto Buiding

- F. Educational Development Center
 - G. BSCC Building
 - H. Whiteley Building
 - I. SIS Building
 - J. Willie Lee Gay Hall (288 Campus)
1990 Airport Blvd., Houston, TX 77051
6. **COLEMAN COLLEGE FOR HEALTH SCIENCES**, 1900 Pressler Dr, Hou, TX 77030
Contact Person: Jessie Patrick (713) 539-3088.
 7. **SYSTEM ADMINISTRATION BUILDING**, 3100 Main Street, Houston, TX 77002
Contact Person: Virginia Parras/Jackie Swindle, Director of Building Operations, (713) 718-.
 8. **AMERICANA BUILDING**, 811 Dallas Street, Houston, Texas 77002
Contact Person: Virginia Parras/Jackie Swindle, Director of Building Operations, (713) 718-.

II. SERVICES TO BE PERFORMED:

1. General: The interior plantscaping maintenance services shall include, but is not limited to all work necessary to:
 - A. Provide specified containers and plants or pre-approved equals upon request by HCC designated representative(s).
 - B. Provide all necessary materials to keep interior container plants in a healthy, thriving condition.
 - C. Keep interior plants and their containers clean and free of debris, weeds, and detrimental insect infestations.
 - D. Inspect all areas, where plants are being maintained, on each and every maintenance visit. Areas that require inspection shall include, but is not be limited to, the plant materials in the each container for insect infestation and disease control and other conditions that may be detrimental to thriving plant growth.
 - E. The Contractor shall use only chemicals that comply with any and all State of Texas and federal regulations existing or hereafter enacted during the term of this contract.
 - F. The Contractor shall replace plants that 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 **HCC** designated representative promptly in writing.
 - G. The Contractor shall check the moisture present for each container at the time of each maintenance visit. **HCC** understands that since the plants do need to dry out to some extent between watering, the plants may seem dry at times. However, the Contractor will be responsible for adjusting the water demands of each container as these may be affected by other factors such as moisture in the air, the season, the temperature of the facility, the available lighting, whether the pot is porous and whether the water retention capabilities of the planting medium require the watering level to be adjusted in order to keep the plants in a healthy and thriving condition.
 - H. If any damaged or diseased materials need to be replaced, the Contractor shall provide a cost estimate to Houston Community College Representative for approval prior to implementation. Plant materials shall be equivalent in variety, size, and healthy growing condition, subject to the approval of the HCC designate College Representative.
2. Fertilizing:

Plants are to be fertilized at a fairly low level - just enough to keep them green and healthy.

3. Pruning & Trimming:

Leaves that turn yellow are to be removed as part of routine maintenance visit. Contractor will be responsible for determining if it is better to trim a leaf rather than remove it for the health of the plant. Contractor shall trim the tips of leaves that turn brown or shall determine if it is best to wait a couple of weeks for the browning to stabilize before trimming. Occasional pruning is required when plants grow too tall or become spindly and shall be provided as required to maintain the natural form of the plant.
4. Insect Control:

The Contractor shall control insects that tropical plants are susceptible to Red Spider, Mites, Mealy Bugs, Scale, etc. Plants shall be checked for insects as a part of the routine weekly maintenance services and treated as required.
5. Disease Control:

Contractor shall control fungus or virus problems that may affect plants. Contractor shall determine and provide best method of treatment and application. Plants shall be checked for disease as a part of their routine weekly maintenance and treated as required.
6. Cleaning, Grooming and Top Dressing:
 - A. Contractor shall dust and clean leaves with water or special solutions depending upon plant condition as a part of routine weekly maintenance.
 - B. Plants shall be rotated regularly so that all sides are exposed to light and remain healthy. All contractor-furnished plants shall have an overall appearance that is clean, neat and healthy.
 - C. Top Dressing shall be adjusted or replaced so that it is fresh and covers the nursery pot.
7. Missing Plants and Replacement:
 - A. Contractor shall notify the HCC Director of Maintenance immediately if a plant is found to be missing or appears to have been vandalized.
 - B. Contractor shall replace, at no cost to HCC, any plant which does not remain in an attractive condition or which loses its original shape and height through leaf fall or excessive growth due to contractor's failure to properly maintain the plants. Replacements shall be made promptly (within 10 working) after receipt of notice from the Director of Maintenance.
8. Quality Control

The Contractor's account service representative shall meet with the HCC site representative (contact person) on a monthly basis to discuss the quality of the Contractor's services. At this time, the Contractor will review the account with the HCCS' representative and provide a quality control check list for review. The Contractor shall meet with each HCC site representative (contact person) initially to establish a day of the month for the account service monthly meetings.

9. Contractor-Furnished Plants:
All plants supplied by the Contractor shall meet or exceed the standards outlined by The Associated Landscape Contractors of America. Plants supplied by the contractor shall to be purchased from licensed and certified nurseries in Florida, California, Texas and/or Hawaii to conform with the HCC standards.
10. Holiday Plants:
Contractor shall provide 6" red and/or gold poinsettias in plastic containers in Gold speedcone wrapping in mid-November before the Thanksgiving holiday, in quantities requested by the Director of Maintenance. The Contractor shall coordinate distribution of all poinsettias with the HCC site representative(s) prior to installation.
11. Blooming Plants:
 - A. All 6 inch Blooming Plants are to be replaced once per month (12 times per year).
 - B. At the start of contract term and at the direction of the Director of Maintenance, the Contractor may be required to install new plants, containers, and blooming plants.
12. Emergencies:
The Contractor shall provide a contact number for Plant Care immediate response within five (5) working days after contract award.
13. HCC-Furnished Materials:
Houston Community College System shall provide the containers and plant materials as listed on the Interior Plant Materials Lists. The specific locations of these materials may change on a campus site except for System Administration building.

III. SUBMITTALS

1. The Contractor shall submit the following information to each College Representative (Contact Person) within Ten (10) calendar days after contract award:
 - A. A yearly schedule of fertilizer and maintenance operations 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. Interior Plant Maintenance Frequency Schedule. All work shall be performed in accordance with the attached Annual Maintenance Frequency Schedule
 - D. At the end of each month, the Contractor shall provide, to each College Representative, a record of all chemicals applied during the month including rate, chemical target, (i.e. pest, ants, etc.) and area covered.
 - E. The Contractor shall provide the **HCC** Director for Maintenance with a written schedule on the first day of each month detailing all work to be performed for that month at the specific for each location.

IV. GUARANTY AND REPLACEMENT OF PLANTS

1. Guaranty:
 - a. Any new plants provided by the successful contractor shall be guaranteed for a period of one (1) year from the date of installation and acceptance by HCC.
 - b. Any damaged plants approved by the Director of Maintenance for removal and replacement by the successful contractor shall also be guaranteed for a period of one (1) year from the date of installation and acceptance by HCC.
 - c. Any existing plants that are damaged, missing or destroyed due to theft, vandalism,

day to day wear, etc, shall be reported to the HCC Director of Maintenance by the successful contractor at the earliest possible date.

2. Replacement: At any time during the one (1) year guaranty period, any non-living plant shall be replaced within ten (10) working days of HCC's request. At the end of the guarantee period, any plant that is not alive 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 of the Contractor may be replaced at a price and size agreed upon by HCC's Director of Maintenance and the Contractor, prior to replacement. Alternates for containers and plant materials shall be submitted to HCC for advanced approval. Color cut sheets of alternates must be submitted to the Director of Maintenance for approval prior to purchasing and installation.

V. CONTRACTOR'S PERSONNEL

1. The Contractor's 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.
2. 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.

VI. NEGLECT AND VANDALISM

1. Plants that are damaged or destroyed due to Contractor's operations, negligence or chemicals shall be replaced at the Contractor's expense.
2. Structures that are damaged due to the Contractor's operations shall be replaced or repaired at the Contractor's expense.

VII. PRODUCTS/MATERIALS

1. PRODUCTS

A. Contractor shall be responsible for providing appropriate and adequate soil, fertilizer and top dressing for each container provided to HCC.

The products used shall meet or exceed Texas Nursery Standards.

B. Use of Insecticides and Pesticides:

1. 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 lack of care during applications of insecticides or pesticides. Contractor's personnel and/or subcontractor personnel must be a **certified applicator** for all chemicals applications licensed by the State of Texas Structural Pest Control Board. Contractor may be required to provide proof of certification to HCCS.
2. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products or

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.

3. Products that leave an undesirable residue or odor shall not be used.
4. **HCC** shall be notified prior to application and advised of any danger associated with the use of these products.
5. After **HCC** approval, apply insecticides as necessary to control Red Spider, Mites, Mealy Bugs, Scale, etc. The Contractor shall be responsible for choosing chemicals and insecticides the contractor uses and shall be accountable for any misuse of these products.

VIII. ACCEPTABLE EQUIPMENT/MACHINERY

Machinery 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. Pruning Tools: Maintain in good working order and with sharp cutting edges. Disinfect pruning tools after using them to remove diseased limbs.
- B. Use Watering Tank: Recommend use of WaterBoy Professional Watering Machines (or

| SEASON | PLANTS | Number Of Plants Per Floor |
|---|--------------|----------------------------|
| Fall (Oct) (Nov) | Mixed Mums | 4 |
| | Mixed Mums | 4 |
| | Poinsettias* | |
| Winter (Dec) (Jan) (Feb) (Mar) | Poinsettias | 4 |
| | Bromeliad** | |
| | Begonias | 4 |
| | Mixed Bulbs | 4 |
| | Azaleas | 4 |
| Spring (Apr) (May) (Jun) | Kalanchoes | 4 |
| | Caladiums | 4 |
| | Bromeliads | 4 |
| | Zebra Plant | 4 |
| Summer (Jul) (Aug) (Sep) | Crotons | 4 |
| | Kalanchoes | 4 |
| | Bromeliads | 4 |

approved equal) for watering container plants.

IX. SEASONAL PLANTS

- 1) *Delivered the Monday before Thanksgiving
- 2) **Delivered week after Christmas

Blooming plants shall be located in the lobby areas of the following floors:

Basement

1st Floor

2nd Floor

3rd Floor

4th Floor

11th Floor

12th Floor

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**

The contract term will be three (3) years, with two (2) one-year renewal options after receipt of a Purchase Order issued by HCC.

3. **Renewal Option**

If the contract contains a renewal option, HCC reserves the right to exercise such renewal option at its sole discretion. All contract renewals or extension may be subject to approval by the Board of Trustees.

4. **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.

5. **Compliance with Laws**

The selected 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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. ___ 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 15 percent of the total contract amount as the goal for small business participation.

12. **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.

13. **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.

14. **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.

15. **Insurance Requirements**

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

16. **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.

17. **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.

18. **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.

19. **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.

20. **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

Houston, Texas 77002

ATTN: Executive Director, Procurement Operations

Contractor

Attn: _____

21. **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. 09-51 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.

22. **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.

23. **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. 09-51

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 #09-51

| 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. 09-51**

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 = _____%

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
INSURANCE REQUIREMENTS

The insurance coverage and limits listed below are the minimum requirements that the Vendor/Contractor shall carry for Project No. 09-51, Interior Plant Installation and Services.

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

- | | |
|---|--------------------|
| a. Occurrence / Personal Injury / Advertising / Products/Completed Operations | \$1,000,000 CSL |
| b. Annual Aggregate | \$2,000,000 CSL |
| c. Products Aggregate | \$2,000,000 CSL |
| d. Fire, Legal | \$1,000,000 CSL |
| e. Medical Expense | \$5,000 Per Person |

2. Automobile Liability:

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

3. Workers Compensation:

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

4. Endorsements:

The following endorsements and other stated information is required on the original Certificate of Insurance:

- 90 Day Notice of Cancellation.
- Houston Community College System be named as Additional Insured on all policies except the Workers Compensation.
- Waiver of Subrogation on all policies.
- The assigned project number and/or purchase order number.

5. Submission of Certificate of Insurance:

The original certificate of insurance, indicating the coverage, limits and endorsements stated herein, shall be furnished to Houston Community College System within 14 calendar days after receipt of a written purchase order or some other duly executed contractual document. Mail the original certificate of insurance to:

Houston Community College System
Risk Management Office
Post Office Box 667517 (MC-1119)
Houston, Texas 77266

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 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 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="right">_____</p> <p align="right">Date</p> | |

Adopted 06/29/2007



**procurement
operations**

Sample Contract Documents

By and Between

Houston Community College

And

For

Project No. _____

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/Specifications/Statement of Work

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

EXHIBIT D GENERAL TERMS AND CONDITIONS

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

EXHIBIT E CONTRACTOR AND SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

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

EXHIBIT F INSURANCE REQUIREMENTS

Note: (Attachment No. 15 of this solicitation may become Exhibit F 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: _____

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: _____

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: _____