

**HOUSTON COMMUNITY COLLEGE SYSTEM**  
**REQUEST FOR PROPOSAL (SERVICES) – 2-STEP PROCESS**

**LANDSCAPING, GROUNDS & IRRIGATION MAINTENANCE SERVICES**

**RFP NO.: 20-23**

**ISSUED BY:**

Procurement Operations Department

**FOR:**

Facilities Department

**PROCUREMENT OFFICER:**

Arturo Lopez, Sr. Buyer

Telephone: (713) 718-7463

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**PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW**

**NO LATER THAN:**

April 7, 2020 by 2:00 p.m. (local time)

**at**

Houston Community College

Procurement Operations Department

3100 Main Street, 11th Floor

Houston, Texas 77002

Ref: RFP 20-23 Landscaping, Grounds and Irrigation Maintenance Services

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

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<b>Exhibit Number</b>	<b>Exhibit Title</b>
Exhibit No. 1	Schedule of Items and Prices Worksheet (attached)
Exhibit No. 2	HCC Sample Master Service Agreement

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

**SOLICITATION SCHEDULE**

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

<b>Solicitation Milestone</b>	<b>Date &amp; Time</b>
RFP released and posted to HCC’s & ESBD’s websites	Friday, March 6, 2020
Pre-Proposal Meeting (Non-Mandatory) will be held by the Procurement Operations Department at 3100 Main Street (2nd Floor – Seminar B) Houston, Texas 77002	Tuesday, March 24, 2020 at 10:00 a.m. (local time)
Deadline to receive written question/inquiries	Tuesday, March 31, 2020 by 2:00 pm (local time)
Responses to written questions/inquiries (estimated)	Friday, April 3, 2020
Proposal Submittal Due Date	Tuesday, April 7, 2020 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	May, 2020

**NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on Procurement Operations web site for your convenience.**

## **Section 1 – Project Overview & Scope of Services**

### **1. Project Overview**

The Houston Community College, (“HCC” or “College”) seeks proposals from qualified firms to provide Landscaping, Grounds and Irrigation Maintenance Services System-Wide on a scheduled and an “as needed” basis, in accordance with the scope of services noted below. Qualified respondents are invited to submit a written response outlining their qualifications and experience to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP). The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.

#### **1.1 Information about Houston Community College**

Houston Community College is one of the largest institutions of higher education in the country with more than 70,000 students each semester, including more international students (8%) than any community college in the country. With an inspiring vision, HCC will become an opportunity institution for every student we serve – essential to our community’s success. To learn more about HCC visit our website at [hccs.edu](http://hccs.edu).

The Houston Community College System service area is Houston Independent School District, Katy, Spring Branch, Alief Independent School Districts, Stafford Municipal District, and the Fort Bend portion of Missouri City.

To learn more about HCC follow the link below:

<https://www.hccs.edu/fact-book/>

Houston Community College has six District colleges, one administration location and more than fifteen campuses with over seventy-six (76) buildings enclosing five (5.8) million square feet. All are located in the greater Houston area. HCC is also completing a facility development program through a \$465 million Capital Improvement Program (CIP). The System includes six garages within the real estate portfolio.

The main colleges and administration location include:

1. Central College
2. Coleman College of Health Sciences
3. Northeast College
4. Northwest College
5. Southeast College
6. Southwest College
7. District Offices-HCC Administration Building

To learn more about the various campuses and locations click on the link below:

<http://www.hccs.edu/locations/>

#### **1.2 Pre-Proposal Conference and Site Visits**

A pre-proposal conference will be held at the time and location as indicated in the Solicitation Schedule above. Attendance at this conference is advised if your firm wishes to ask any questions in connection with this RFP. *Please print a copy of the RFP and bring it with you, as no additional copies will be provided at the conference.* The College intends to present general information, which may be helpful in the preparation of proposals, and to offer firms the opportunity to ask questions concerning this RFP.

The pre-proposal conference also provides opportunities for respondents to network and establish SBE and/or subcontracting relationships.

### **Site Visits**

There are No scheduled site visits. It is highly encouraged that all contractors conduct site visits for each facility/site to become familiar with the scope of work and meet with each Campus Manager to gain knowledge of campus location and size and to discuss any special needs or requirement for each site. (i.e. student traffic, campus hours, class schedules, weekend cleaning HCC staff/faculty traffic).

Firms planning to attend the pre-proposal Conference should notify Art Lopez by email [arturo.lopez@hccs.edu](mailto:arturo.lopez@hccs.edu), no later than **3:00 p.m. on Monday, March 23, 2020** of the names, titles, and phone numbers of the individuals who will attend.

### **1.3 Bidder Must Make Thorough Study and Investigation**

The Bidder must be familiar with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications and drawings if applicable), and by use of any other means that may be necessary to determine the following:

- a. The actual conditions and requirements of the work;
- b. Any unusual difficulties that may be encountered in the prosecution of the work;
- c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and
- d. All circumstances and conditions affecting the work or its cost.

The Bidder's proposal must include any and all expenses that may incur in order to complete the work stipulated under the proposed contract.

Any failure of the Contractor acquainting themselves with all the available information concerning the above, shall not relieve Contractor from responsibility for estimating properly the difficulties or cost to successfully perform the work.

### **1.4 Contract Term**

It is anticipated that the contract term for contract(s) awarded resulting from this request for proposal, if any, will be for three (3) years with option to renew for (2) two (1) one-year terms. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term. HCC reserves the right to award separate contracts to multiple bidders.

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See the contact list below in order to arrange and coordinate for campus site visits:

**HOUSTON COMMUNITY COLLEGE  
CAMPUS AND AREA MANAGERS**

<b>CAMPUS</b>	<b>ADDRESS (PRIMARY)</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBER</b>
<b>District</b>			
System (District Bldg.)	3200/3100/3000 Main	Betty Brown	713-718-7577
Warehouse	9424 Fannin		
<b>Central College</b>			
Central	1300 Holman	Debra Robinson	713-718-2703
Willie Gay Hall	1990 W. Airport Blvd.	Charles Whigham	713-718-6637
<b>Coleman</b>			
Coleman	1900 Pressler	Sandra Roman	713-718-7483
<b>Northeast College</b>			
Codwell	555 Community College Dr.	Dr. Abe Bryant	713-718-2169
Northline	8001 Fulton	Raul Ortegon	713-718-8007
Automotive Technology	4638 Airline Dr.	Jacqueline Joseph-Howard	713-718-8107
North Forest	6610 Little York	Michael Frazier	713-718-5795
Acres Homes	630 W. Little York	Donnell Cooper	713-718-2865
<b>Southeast College</b>			
Eastside	6815 Rustic St.	Rose Pena	713-718-7259
Felix Fraga	301 N Drennan St.	Emanuel Arambula	713-718-7471
<b>Southwest College</b>			
Gulfton	5407 Gulfton Dr.	Tyrone Cross	713-718-7794
Stafford LHUB	10041 Cash Rd.	Dumisani Sayi	713-718-5663
Scarcella	10141 Cash Rd.	Dumisani Sayi	713-718-5663
Fine Arts Bldg.	9910 Cash Rd.	Dumisani Sayi	713-718-5663
Stafford Workforce	13622 Stafford Rd.	Dumisani Sayi	713-718-5663
West Loop	5601 West Loop South	Leslie Sullivan	713-718-7870
Brays Oaks	8855 W. Bellford	Chandra Smith	713-718-8647
Missouri City	1600 Texas Pkwy	Lillie McIntyre	713-718-2902
<b>Northwest College</b>			
Spring Branch	1010 W. Sam Houston Pkwy.	Hernan Segovia	713-718-5417
Katy Campus	1550 Fox Lake Dr. /	Trenise Sexton	713-718-5753
Alief Hayes Rd.	2811 Hayes Rd.	Jane Perez	713-718-6911
West Houston Institute	2811 Hayes Rd.	Readri Epps	713-718-5035
Alief Continuing Ed.	13803 Bissonet St.	Curt Collins	713-718-5348

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## **2. Scope of Services**

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscape and Grounds Maintenance Services for Service Areas No. 1, No. 2, No. 3, No. 4 No. 5 and No. 6. Work to be performed comprises general grounds keeping, horticultural maintenance, irrigation and cleanup of landscape areas as designated in each service area and the list of locations and, when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to the following:

- a) Maintenance of turf and groundcover areas, mowing and edging;
- b) Removal of litter and debris from turf, planter beds, fence lines and street curbs;
- c) Pruning of trees and shrubs;
- d) Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians;
- e) Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure);
- f) Replacement of plant material and
- g) Other work as defined in the attached schedule.

### **2.1 Pre-Existing/Deficiency List**

At the start of the Contract, the Contractor shall inspect all flowers, trees, plants, containers, ground covers, and any related ground keeping repairs for pre-existing conditions for all locations in each service area, and in accordance with the Scope of Services incorporated herein. Within forty-five (45) days of contract execution, the Contractor shall provide a written deficiency inspection report with illustrations that identifies and details all methods of repair and/or replacement components needed in order to properly maintain the landscape and grounds. HCC's Director of Maintenance or Designee and the Contractor shall negotiate in good faith to establish the Final Deficiency List within sixty (60) day period of contract execution. The Final Deficiency List will become part of the contract once developed and accepted by HCC. Any deficiencies not included in the Final Deficiency List shall be the responsibility of the Contractor.

*Examples of deficiencies; dead trees, leaning trees, dead shrubs, damaged or "non" working or broken irrigation lines.*

*Examples of "non" deficiencies; trash/debris in plant beds, overgrown weeds, washed out mulch, edging, and weeds in general.*

### **2.2 General Landscape**

The Contractor shall:

- a) Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
- b) Not post signs or advertising material anywhere on HCC premises or improvements thereon without prior written approval from the College's authorized representative.
- c) Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
- d) Collaborate with the Pest Control Contractor to guarantee coordination with pest management services.
- e) Perform grass mowing, edging, trash & debris removal and power blowing of lawn areas.
- f) Maintain the health and appearance of existing landscape plants, trees, shrubs, groundcovers and lawn area.
- g) Ensure that each facility site is free of debris, weeds, insect infestation.

- h) Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
- i) Reduce mowing frequency if a drought period is determined to exist and approved in advance by the HCC Director of Maintenance and provide a revised mowing schedule to the HCC Director of Maintenance for approval prior to implementing the schedule change.
- j) Inspect existing irrigations systems at all locations by a **licensed irrigator** and provide the following:
  - i. Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for healthy appearance. Report deficiencies and repairs made to HCC Director of Maintenance or Designee.
  - ii. The Contractor shall be required to make-up missed scheduled cycled maintenance due to foul weather conditions.
  - iii. For special events and activities, the College representative may request additional landscape maintenance items or request a change/modification to the schedule.
- k) Make adjustments and setting to automatic controllers on a monthly basis to maintain a healthy lawn growth.
- l.) Replace existing irrigation systems & equipment damaged by the Contractor with original brand and model at Contractor's expense.
- m.) Report in writing and provide illustrations of any conditions that are not conducive for thriving plant growth to HCC on a monthly basis.
- n.) Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by HCC prior to work.
- o.) Respond to all emergencies within 4 hours of notification within specified hours and days of operation.
- p.) Establish and announce at the beginning of the Contract a specific day of the week each facility will be maintained.
- q.) Perform all work in a professional skillful manner using quality equipment and materials.
- r.) Have a full time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
- s.) Secure any gated or doored areas that require landscaping services after services are completed.
 

HCC shall monitor all work performed, and meet as needed with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.
- t.) Report large trash/debris and illegal dumping to HCC representative upon discovery include photographic evidence and specify the location of the items.

The College reserves the right to add, delete, and or change Scope of Services of this contract, and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.

All material and design of landscaping services shall be in accordance with Houston Community College guidelines.

### **2.3 Damages**

All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced, at the College's discretion, and at the Contractor's expense.

2.3.1 All such repairs or replacements shall be completed within the following time limits:

- a) Irrigation damage shall be repaired or replaced within 2 watering cycles including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
- b) All damage to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

2.3.2 All repairs or replacements shall be completed in accordance with the following maintenance practices:

- a) Trees - a qualified tree surgeon or arborist shall remedy minor damage such as bark lost from impact of mowing equipment. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the College.
- b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the College.
- c) Chemicals - All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support future plant life.

### **2.4 Safety Plan**

- a) 2.4.1 Contractor is to submit a written safety plan to the attention of the Colleges' Risk Management and Director of Maintenance, prior to commencement of work under this contract.
- b) The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Orders at all times so as to protect all person, including Contractor's employees, Students, Faculty, agents of College, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- c) It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. The College shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to; filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. Contractor shall cooperate fully with the College in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the contractor is to notify the College immediately, and file a written report to the College within three (3) working days.
- d) It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

### **2.5 Delays**

The Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and Contractor does not reschedule the service, or inform the College of

intent to make up the service within 72 hours, that amount for the failure to perform may be deducted from Contractor's fee. If the work cannot be completed on the proposed scheduled day, the Contractor must notify the College Designee to advise them accordingly.

## 2.6 Maintenance Schedules

- a) Contractor shall adhere to maintenance schedule.
- b) Contractor shall contact the College key personnel described within the Scope of Services on arrival at the respective site as per the weekly schedule for landscaping maintenance. The College will provide list of key personnel and contact information.
- c) The Contractor **MUST** notify the College's authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all "specialty type" maintenance operations. "Specialty Type" maintenance operations are defined as but not limited to:
  - i. fertilization and aeration;
  - ii. turf removal, addition and reseeding;
  - iii. micro-nutrients/soil amendments;
  - iv. spraying of trees, shrubs or turf;
  - v. aesthetic tree pruning;
  - vi. planting bed removals and/or additions and
  - vii. other items as determined by the College.

## 2.7 Staffing / Managerial

- a) There will be no subcontractors working on the College grounds and facilities without the express prior written consent of the Colleges' Director of Maintenance or Designee authorized representative.
- b) The Contractor shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of the College's landscape, plantings and irrigation. The Project Manager must provide pro-active recommendations to HCC's Director of Maintenance for ongoing maintenance of HCC College properties throughout the term of the contract.
- c) The Contractor must provide a competent, English speaking **crew leader** for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of Contractor in any matter pertaining to the performance of this contract. Contractor shall furnish the names of all such crew leaders to the College prior to the commencement of this contract and further advise of any changes.
- d) The contractor shall provide a Trash and Debris Monitor/Collector, (1) person 8 hours a day to police all Service Areas 1 – 6 on a weekly basis (Monday – Friday) patrol all locations collect and remove trash and debris such as paper, plastic, shopping carts etc., to keep college grounds free from all litter. Address areas reported by landscape crews as to clean up remove trash and debris as needed. If larger items are discovered arrangements must be made to have those items removed and areas cleaned, report to college designee.
- e) If in the opinion of the College, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on College property, that employee shall be removed from all work under this contract.

- f) The College may at any time give Contractor notice to the effect that the conduct or action of a designated employee or Contractor is, in the reasonable exercise of discretion of the College, deemed to be detrimental to the interest of the students, faculty, staff and the public patronizing the premises. Following the College notice, the Contractor shall, at HCC's discretion take, but not limited to, any of the following actions as listed below.
  - i. Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other HCC facility contracted for and maintained.
  - ii. The Contractor shall meet with the College to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the College's authorized representative that the conduct and action of Contractor's employees will not be detrimental to the interest of the students, faculty, staff and public patronizing the premises.
- g) The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
- h) Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of Contractor's staff.
- i) The Contractor nor any of its employees shall interfere with the public use of the premises, and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.
- j) The College Director of Maintenance or Designee shall make quarterly inspections with Contractor at each site to review work performed. Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. Contractor shall furnish an itemized statement of work performed on all invoices.

**2.8 Planting, Planter Boxes and Bed Care**

- a) The Contractor shall be required to provide the plant materials, soils, soil amendments, and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors is required.
- b) Any exterior plant container planters located in the parking garage elevator lobby areas and container planters in courtyard areas shall be serviced throughout all service areas. The Contractor shall be required to install four (4) ft. of annual plant materials in each planter and be required to provide filter sun materials for planters located in parking garages and full sun tolerant materials for planters located in courtyard areas.
- c) All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged, or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the authorized College representative.
- d) Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
- e) All trimmings and debris, etc. shall be removed by the contractor and disposed of offsite.
- f) Contractor will be required to plant bedding materials such as flowers and shrubs as needed, and in accordance with College landscaping policy. Pricing shall be bid on a case-by-case basis unless the plants are under warranty or die under the care of the contractor.
- g) The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all scrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The College authorized

representative will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

## **2.9 Ground Cover**

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

The Contractor shall provide the following:

- a) Replace dead or diseased plants;
- b) Fertilize five (5) times per year, in February, April, July, September and November. Utilize slow release granular fertilizer, 12-12-6, at the rate of 10 lbs. per 1000 sq. ft.;
- c) Apply winter rye seed once a year in October at the rate of 10lbs per 1000 sq. ft.;
- d) Trim all ground cover as necessary to keep borders away from paving, lawns, planted areas and buildings;
- e) Trim top growth to achieve an overall even appearance. Keep free of weeds and debris;
- f) Maintain ground cover free of pests such as snails, slugs, ants, etc.;
- g) Keep fence lines groomed on both sides and all areas along side of buildings and any adjacent walls; and
- h) Maintain all ground cover areas clean and cleared of dead leaves each spring and as necessary if severe leaf drop occurs.

## **2.10 Tree, Shrub and Hedges Care**

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

- a) Tree and shrub watering and irrigation system. Maintain basins where provided around trees and shrubs. Open basins during winter rains to prevent accumulation of excess water.
- b) Seasonal Color
  - i. Change seasonal colors three (3) times per year in the months of March, June and November. Design concepts and plant selections shall be approved by each Director of Maintenance or Designee prior to plant installation.
  - ii. Provide a uniform blend of seasonal color in seasonal planting bed. Provide single selections but different selections for each container.
- c) Trim all trees that are within 20 ft. in height and 10 Inches in diameter at the base, *once a year, Mid-February to Early-March, without additional compensation*. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.
- d) Maintain trees:

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations.

  - i. All cuts shall be sufficiently close, flush if possible, to the parent stem.
  - ii. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.
  - iii. Limbs are to be lowered to the ground using a method, which prevents damage to remaining limbs.
  - iv. Climbing spurs shall not be used.

- v. Contractor will provide Hazard and Security pruning as needed.
- vi. Remove all new growth on trees up to the appropriate height clearances.
- vii. Remove all dead, diseased and unsightly branches, and dead trees. Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead-wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be bid on a case by case basis.
- viii. The Contractor shall remove trimmings and all cuttings and debris from the site.
- ix. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or other severe damage shall be immediately reported to College's authorized representative.
- x. All trees shall be trimmed prior to budding each year in accordance with directions given by the authorized College representative for the facility.

e) Pruning:

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the College building perimeters.

All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by the authorized College representative for the facility. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

- i. Prune deciduous trees in March to develop a strong framework or as necessary.
- ii. Prune evergreen trees in the March to thin out heads and shape as necessary.
- iii. Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
- iv. Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- v. Prune flowering shrubs after blooming once per month.
- vi. Prune Nandinas in late winter so as not to cut off next year berries. Initially prune to the ground about a quarter of the stems randomly through the plant. Then prune a quarter of the remaining stems at 1/3 the height of the plant. Next prune one quarter of the stems 2/3 of the height of the plant. Leave final quarter of the stems uncut.
- vii. Prune Photinia, Viburnums heavily in March, light prune, and shape monthly thereafter.
- viii. Trim trees to keep them from touching any building.

f) Weeding – Every Visit:

- i. Keep basins and areas between plants free of weeds.
- ii. Use herbicides per manufacturer's recommendations.
- iii. Pull by hand if herbicide is not effective
- iv. Cultivate as necessary for aeration.
- v. Weed ground cover areas, cracks, crevices and all mulch beds.
- vi. Weed perimeter of Bldgs. and any fence lines and structures.

g) Staking and Guying: Maintain and replace stakes and guys with equal material until plant is capable of standing vertical with the ability to resist changes in weather patterns.

- i. Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
- ii. Replace missing or damaged stakes when the tree diameter is less than three inches within 5 days.

- iii. Contractor must stake trees that are not straight and upright and/or require additional support.
- iv. Contractor must stake new trees or recently planted trees not previously staked.
- v. Tree stakes (at least three per tree) shall not be less than 6 feet in length for five and eight gallon trees.
- vi. Stakes cannot be closer than 8 inches from trunk.
- vii. Damaged or uprooted trees shall, at the discretion of the College, be staked and tied within 72 hours.

Removal of tree stakes and guide wires will be at Contractor's cost and will be determined by the Contractor and the authorized College representative.

- h) Plant Replacements: With the prior written approval of the HCC Director of Maintenance to remove and purchase plants, remove dead and damaged plants and replace with plants of equivalent size and variety.
- i) Mulching  
Contractor shall remove the top layer 2 inches of old mulch and install two (2) inch depth of composite shredded bark mulch three (3) times per year in the months of March, June and November at a minimum depth of two inches on all existing beds, at the base of trees and other mulched areas. Mulch must be at least two inches away from the base of the tree and not mounded to the trunk. Contractor is also required to fluff mulch areas once a month.
- j) Fertilizing:
  - i. Fertilize Gardenias after flowering with a fertilizer blended for Gardenias, Azaleas and Camellias. Fertilize Sweet Olives and Viburnums with a balanced fertilizer in early spring.
  - ii. Fertilize shrubs and ground cover areas with one-half (1/2) cup of granular 14-7-14 fertilizer per each foot of shrub height. Trees shall be fertilized per standard perforation method with three (3) feet holes on center inside drip line. Tree fertilizer will be Doggett 32-7-7-Tree Fertilizer with micro and macronutrients.
- k) Tree Saucers:
  - i. Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
  - ii. Remove top layer mulch; apply mulch to maintain a depth that shall be two (2) inches.
- l) Tree Replacement and Additions:
  - i. With the prior approval of the HCC Director of Maintenance or Designee, remove dead and damaged trees.
  - ii. Supply and plant trees to replace or add new trees with the prior approval of the Director of Maintenance.
  - iii. Remove all dead, diseased and unsightly branches, and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines. All groundcover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
  - iv. Trimmings, etc. will be removed by the Contractor and disposed of offsite.

## **2.11 Lawn Care**

HCC is specific and stresses the importance of lawn maintenance quality at all of the HCC campuses and properties. Not only does good lawn maintenance affect the quality and value of the property but it also reflects on the College as a higher education institution. The appearance and the professionalism of lawn maintenance affect employees, students, clients, and HCC partners by creating a first impression. The Contractor and the HCC Maintenance Tech assigned to landscape are responsible for weekly review and quality control of lawn maintenance. The Contractor will have a College representative review the work completed and sign a work ticket at each facility location serviced.

### **A. Mowing:**

- i. Mowing operation shall be completely performed at each site according to Maintenance Schedule (see Exhibit A).
- ii. Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the contractor and not blown into the street, planter beds or storm drains.
- iii. Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
- iv. Edge along but not limited to sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
- v. Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
- vi. Remove all turf and edge clippings each time.
- vii. For periods of cool weather, mow lawn at one and one-half (1 & 1/2) inches.
- viii. For periods of hot weather, mow lawn at two (2) inches from the soil.
- ix. Do not scalp the lawn or cut more than half the existing top-growth in one morning. Remove or catch the clippings immediately.
- x. Care must be taken not to leave ruts or spinouts in the turf area during wet periods; contractor will be held accountable and will be required to make needed repairs. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.
- xi. Mow newly seeded turf in accordance with Exhibit A Maintenance Schedule

### **B. Edging / Detailing / Weed Control:**

- i. All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
- ii. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds, and grass invasion.
- iii. All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds, and around the base of trees shall be edged to a neat and uniform line.
- iv. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.

- v. All grass-like type weeds, morning glory, or vine-weed types, ragweed, or other underground spreading weed shall be kept under strict control.
- vi. Remove all weeds and grass from but not limited to building perimeter, fence lines, walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
- vii. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
- viii. Mechanical edging of turf shall be performed at each site at same frequency as mowing.
- ix. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
- x. Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
- xi. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
- xii. Walkways and planter beds shall be cleaned immediately following each mechanical edging all excessive cuttings and debris shall be removed from the site by the contractor.

C. Fertilizing:

- i. Fertilize lawn five (5) times per year, in March, April, July, September and November. Use a balanced slow release nitrogen fertilizer, 1 lb. available nitrogen per 100 sq. ft.
- ii. Apply Winter Rye each October per year to provide ground cover during the winter season.
- iii. Weeds include; hand pull weeds during every visit such as, Johnson Grass, Nut Grass and Poison Ivy.
- iv. Apply pre-emergent weed killer three (2) times per year in Mid-February and August always implement safety precautions during applications.
- v. With the prior approval of the Director of Maintenance or Designee, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.
- vi. Spray weeds in paving cracks two (2) times per month (every other week)
- vii. Spray walkway sidewalks, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials include; along fence line, adjacent walls and building perimeter.

D. Watering:

- i. Use irrigation system for watering where available.
- ii. Water two (2) times per week under regular conditions.
- iii. During the five (5) summer months May through September, increase watering to three (3) times per week.
- iv. During very hot weather, apply fast watering with fine spray.
- v. For shaded areas caused by trees or shrubs, water more frequently.

- vi. When lawn shows signs of wilting or begins to turn grey-brown, water more frequently.

E. Mulching

Contractor shall install medium shredded hard wood/brown mulch three (3) times per year in the month of March, June and November at a minimum depth of two inches on all existing beds, at the base of trees and other mulched areas. Mulch must be at least two inches away from the base of the tree and not mounded to the trunk.

F. Raking / Sweeping / Blowing

Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters, and turf areas under trees and removed from site. Under no circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.

Frequency:

- Ground cover/planter beds- **at each visit**
- Turf, under trees- **as needed**

Sweeping/ blowing of concrete areas and walkways, as well as patios and decks, etc., once per visit.

G. Irrigation System Repairs and Maintenance

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

To the best of the College's knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of contractor personnel will be addressed with Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the College.

Irrigation Systems: Refers to all lines and equipment associated with irrigation of system.

Lines: Refers to Irrigation line beginning from the City/Country main line meter throughout the irrigation system.

Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor's cost to remove and replace to include but not limited to the affected plants/turf, trees, shrubs, flowers etc.

The Contractor shall:

Maintain entire irrigation system and all parts associated with the irrigation system flushed clear and system working properly on a monthly basis.

- i. Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
- ii. Test and certify pressure vacuum breaker on a monthly basis.

- iii. Maintain detention pond basin.
- iv. Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
- v. Automatic irrigation system controllers shall be set to water during the hours between 11:00pm and 6:00am.
- vi. Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways.
- vii. The Contractor shall respond to calls from HCC for non-emergency irrigation repairs within four (4) hours and within two (2) hours for emergency irrigation repairs. HCC personnel will make the determination as to whether or not the matter is deemed to be an emergency.
- viii. The Contractor shall work in collaboration with HCC's staff in preparing Landscape and Irrigation Systems for Cold Weather and/or Freezing conditions.
- ix. Winter temperatures in Texas are unpredictable therefore the contractor is expected to coordinate the preparation for icy and freezing conditions, with the Director of Maintenance, in order to protect landscape and irrigation systems from damage due to icy and freezing conditions.

H. Insect and Disease Control

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

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

I. Trees:

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

J. Herbicide

- i. Distribute herbicides weekly from March to October.
- ii. Distribute herbicides one (1) time per month, November to February.

K. Turf Areas

- i. Monitor weekly all turf areas for insect and disease infestation.
- ii. Treat fire ant infestation routinely.
- iii. Remove contaminated materials from the site and dispose in a proper and safe manner with prior approval of the HCC Director of Maintenance.

L. Detention Pond

Herbicides shall be applied according to *Exhibit A Facility Maintenance Frequency Schedule*.

M. Clean Up and Waste Disposal

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

- ii. Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing, and vacuuming as necessary.
- iii. Remove branches and other debris from planting areas on a weekly basis.
- iv. Clean up to include but not limited to; litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape area, courtyard area and along the lawn areas of the perimeter walk for both sides of walkway, parking garage and around buildings.
- v. Clean mulch beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch bed areas by removing scattered and excess mulch.

N. Equipment Utilization - Mowers

- i. Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
- ii. Use riding mowers with bag attachment for maintenance of extensive lawn areas.
- iii. Mulching mowers are prohibited without the prior approval of the HCC Director of Maintenance.
- iv. Use rigid or flexible steel blade edger is to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
- v. Use only monofilament trimmers.
- vi. Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
- vii. Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to remove diseased limbs.
- viii. Water container plants do not have irrigation system. Water hose connected to facility hose bibs is not available for watering plant materials.

O. Stakes and Guys

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

- i. Tree Stakes: Seven (7) ft. long, steel T-post weighing 1.33 pounds per foot.
- ii. Paint for Stakes: Pittsburgh Ash Grove Gray No. 542-4 or equal.
- iii. Ties: Black rubber 3/4 inch hose with 3/16 inch wall thickness.
- iv. Tree Guying Material: 12 gauge galvanized annealed wire.

P. Guying Material:

- i. Deadmen: locust, catalpa, cedar or redwood, 3/4 Inch x 4 inch galvanized eyebolt centered and secured on side, or equal
- ii. Ground Screw Anchors: "Ground Gripper" or approved equal.
- iii. Universal Ground Anchor and Cables Assembly by Laconia or equal.
- iv. Guying Cable: 1 x 19 air cord, size as specified or equal.
- v. Turnbuckles: Galvanized and dip-painted, size as specified or equal
- vi. Cable Clamps: Galvanized or copper, size as required or equal.
- vii. Plastic Guy Covers: 3/8 inch diameter x 3 ft. long white plastic tubing or equal.

Q. Chemicals

- i. At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied to the HCC Director of Maintenance and Director of Safety. At the start of each season and any time during the season, Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by the HCC Director of Maintenance.

- ii. The Texas Right to Know Law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
- iii. The Contractor may use herbicides, insecticides, sterilants and animal traps in compliance with Federal, State and local laws and regulations.
- iv. The Contractor assumes all liability either for damage or for injury or both resulting from accident or misuse of either these products, equipment or both.
- v. HCC retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that HCC deems to be undesirable for any reason.
- vi. Pesticides used in this contract shall not require a license nor be restricted for use under Texas or Federal law.
- vii. Pesticides used in this contract shall not carry any State or Federal restrictions.
- viii. Any products that leave an undesirable residue or odor shall not be used.

R. Chemical Application

Chemical application shall be used in and around but not limited to areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed because all areas are open for public access during application.

Spot treat with a portable sprayer or wick wand using an effective herbicide and apply per manufacturer's recommendation.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch is encouraged but must be aesthetically compatible and not physically or chemically harmful.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After a complete kill, dead weeds shall be removed from the area, in case treatment is not effective weeds are to be hand pulled, removed manually.

All turf areas will be treated just prior to the growing season in the spring and prior to the fall season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

Bid must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency, and volume of use in accordance with the performance of the Scope of Services.

Successful Contractor must supply SDS Sheets for all supplies used prior to application, and may not use them in the performance of the contract without express written authorization of College's authorized representative.

Contractor must utilize a long lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

Only those individuals possessing a valid Texas Pest Control Applicator's license shall apply chemicals.

Records must be readily available of all operations and state dates, time, methods of application, chemical formulations, applicators names, and weather conditions at the time of applications and shall be retained for a minimum of three years.

SDS sheets with dangers explained must be sent to College two weeks prior to use if chemicals require special permits. Contractor must provide a list of alternative chemicals, if any, prior to the application.

S. Reporting and Meetings

The Contractor shall be responsible for submitting reports on a weekly basis in an electronic PDF or EXCEL format regarding this project to the HCC Director of Maintenance. The Contractor shall be required to communicate weekly to the HCC Director of Maintenance regarding the current status and any recommendations regarding the project. The Contractor shall be required to provide the following; to include but not limited to

- i. Pre-Existing Conditions Report within forty-five (45) days of contract execution.
- ii. Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
- iii. Test and certify all Back-Flow Assemblies (preventers) per local code and provide a copy of certification to the HCC Director of Maintenance for each College property within 90 days of contract execution, contractor shall have the responsibility to maintain compliance of all Back-Flow preventers per authority having jurisdiction over codes and regulations.
- iv. Immediately upon service completion, meet with the College Campus Representative to inspect the service performance. The College Representative will complete and sign the work ticket. Contractor will submit the work ticket to the HCC Director of Maintenance on a monthly basis
- v. Annual Fertilizer Schedule for each facility and by season.
- vi. Schedule and timeline for tasks specified in Exhibit A Facility Maintenance Frequency Schedule a month in advance to the HCC Director of Maintenance so HCC personnel can be present as necessary.
- vii. Weekly Maintenance Operations Report for each facility.
- viii. Monthly Mowing Schedule for each facility.
- ix. Monthly Contractor recommendation report based on ongoing service assessment for HCC Director of Maintenance to review and make a determination.
- x. Damage report submitted immediately upon incident to the HCC Director of Maintenance and punch list identified and implemented.

The Contractor shall be responsible for all services under this contract. Any tasks or services not completed or partially completed will be listed on a punch list. The Contractor will remedy the situation by completing the tasks in a time specified by HCC Director of Maintenance.

T. Contractor Performance

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

- i. The Contractor shall provide all employees with the same uniform clearly identifying the company and vehicle shall have the company name/logo listed.

- ii. The Contractor shall stage their work from locations on the College site out of the way of the mainstream users to minimize interruption of College activities.

U. Neglect, Vandalism and Property Damage

- i. Turf or plants etc. that are damaged or killed due to Contractor's operations lack of proper irrigation, negligence or chemicals or by any other means shall be replaced at the Contractor's expense.
- ii. HCC will repair any damaged property (that is not part of the irrigation system) caused by The Contractor's operations and HCC will bill Contractor for full cost of said repair.
- iii. Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at HCC's expense upon receipt written approval by the HCC Director of Maintenance.
- iv. The Contractor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing services.

V. Guaranty and Replacement

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

**3. Additions and Deletions**

HCC, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the College. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

**Location(s):** Location(s) of facilities are specified on the solicitation. HCC reserves the right to add or delete facilities serviced under the purchase order/contract. HCC will provide ten working days written notice to the vendor for facilities which need to be deleted or of any additional locations requiring service within the same area or region.

**4. Estimated Quantities Not Guaranteed**

The estimated quantities specified herein are not a guarantee of actual quantities, as HCC does not guarantee any particular quantity of landscaping and grounds maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, HCC shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

**5. Additional Services**

In the event College may require additional related services to be performed by Contractor that are outside the scope of this Agreement ("Additional Services") it may submit a written request for a proposal from Contractor ("Proposal"), which Contractor may provide if Contractor is willing and able to perform such Additional Services. Such Proposal shall contain (a) the scope of work to be performed;

(b) a fixed billing rate for the proposed services; and (c) any other information relevant to such Proposal. Contractor shall deliver such Proposal to College within a reasonable period of time. If such Proposal for Additional Services is acceptable to the College, it will sign such Proposal. College may deny such Proposal at its sole and absolute discretion.

## **6. Bidder Qualifications**

Bidders must provide proof with their bid of their ability to meet the minimum qualifications set forth under the Scope of Services.

Bidders are instructed to provide a brief summary of the bidder's safety history for the past two (2) years. This narrative should site any hazardous safety incidents and actions to correct such incidents in the future.

## **7. Additional Information**

A bid award, if any, will be through the issuance of a HCC purchase order (PO) and shall be governed by the general terms and conditions of purchase outlined in the HCC PO document unless such terms and conditions are superseded by the content of this RFP-C or contract (if terms are in conflict, the terms of the RFP-C will take precedence).

By submitting a response to this request, the offer or accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in the General Terms and Conditions found on the HCC web site at: <https://HCC General-Terms-and-Conditions-of-Purchase-Orders.pdf>

The final authority to approve or disapprove delivered products and/or services lies with HCC.

In the event products delivered do not meet specification quality level, or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to HCC.

The bidder shall be responsible for all claims against the manufacturer for manufacturing defects.

Any correspondence regarding a HCC PO, specifically an invoice, must include the PO number to ensure correct and timely processing. Invoices must reference HCC's PO number.

HCC will not be responsible for products delivered or services rendered in advance of a supplier's receipt of a purchase order.

In the event the supplier fails to deliver the products and/or services as and when promised in the bid, HCC reserves the right to proceed in any one or combination of the following ways:

- a. Cancel all or any part of the PO;
- b. Return all or any part of the products and/or services delivered to date and charge the supplier for any loss or cost incurred as a result of the failure to deliver as promised or
- c. Purchase all or any part of the products and/or services at current market price and charge the supplier the difference between the total of the market price, freight and the supplier's bid price.

The bidder must notify HCC immediately upon knowing that services will not be rendered as promised.

If HCC, in the exercise of its best judgment, determines the supplier's process for the delivery of services is unsafe or hazardous to life or property, HCC will suspend the process until the supplier takes corrective action. No allowance will be made for a supplier' waste, loss, breakage, damage or difficulties.

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**Exhibit A**

**MAINTENANCE SCHEDULE – ALL SERVICE AREAS**

*(Note: estimates are based on 12-month service period)*

*To include but not limited to the following;*

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

*Note: All design concepts and HCC Director of Maintenance or designee shall approve plant selection for seasonal colors.*

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**Exhibit B**

RECOMMENDED ANNUAL PLANT BED LIST- SEASONAL PLANTS  
(or Approved Equal)

ALL SERVICE AREAS

Botanical Name	Common Name	Size	Spacing	Month to Plant	Remarks
Coleus	Coleus	Quart to 1 Gallon	12" o.c.	March	Filtered Sun. Locations mix of yellow, red and green.
Lobelia Erinus	Lobelia	Quart to 1 Gallon	8" o.c.	March	Filtered Sun locations, mix of blue and white.
Lamium Galeobdolon	Dead Nettle	Quart to 1 Gallon	8" o.c.	March	Filtered Sun locations mix of yellow and white.
Evolvulus Nuttallianus	Blue Daze	Quart to 1 Gallon	6" o.c.	March	Full Sun
Sedum Spp	Sedum (Ground cover varieties)	Quart to 1 Gallon	6" o.c.	March	Full Sun, mix of yellow and white
Polygonum Cuspidatum	Knotweed	Quart to 1 Gallon	8" o.c.	March	Full Sun
Salvia Splendens 'Compacta'	S.S 'Compacta' dwarf	Quart to 1 Gallon	8" o.c.	June	Filter sun locations, mix if purple, rose and salmon
Impatiens	Impatiens	Quart to 1 Gallon	8" o.c.	June	Filtered sun locations, mix of rose, white, bicolor, red, orange, yellow, purple and salmon.
Dianthus Chinensis	Dianthus 'Magic Charms'	Quart to 1 Gallon	8" o.c.	June	Filtered sun locations, mix on pink, red and white.
Vinca	Periwinkle	Quart to 1 Gallon	8" o.c.	June	Full sun, mix of white and lavender
Viola Tricolor	Pansy, Johnny Jump-up	Quart to 1 Gallon	8" o.c.	June	Full sun, mix on rose, pink white and red.
Phlox Drummondii	Annual Phlox	Quart to 1 Gallon	6" o.c.	June	Full sun
Dianthus 'Sweet William'	Dianthus, Sweet William	Quart to 1 Gallon	6" o.c.	November	Filtered sun locations, mix on rose, pink white and red.
Myosotis Palustris Semperforens	Forget-me-not	Quart to 1 Gallon	8" o.c.	November	Filtered sun locations
Polyanthus Primula Hybrids	Primulas	Quart to 1 Gallon	8" o.c.	November	Filtered sun location, mix of pastels, check periodically for snails and treat if necessary.
Verbena Hybrida	Verbena	Quart to 1 Gallon	12" o.c.	November	Full sun, mix of purple, white and yellow.
Lobularia Maritima	Sweet Alyssum	Quart to 1 Gallon	6" o.c.	November	Full sun, mix on white, lavender and rose.
Universal viola	Pansy Universal	Quart to 1 Gallon	8" o.c.	November	Full sun, mix of white, lavender and blue.

*Notes:*

- i. All plants are to be "nematode free" at time of installation.*
- ii. The Contractor shall be required to provide price listing of all seasonal plantings listed above, for future purchase.*

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## **Service Locations & Mapping**

### **Campus Mapping**

The link below provides a listing of all campus locations.

<https://www.hccs.edu/locations/>

### **Service Area 1**

Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.

#### **District**

(3100 Main, Houston, Texas 77002);

Administration

Parking Garage

Rosalie Parking Lot

#### **Central College**

(1300 Holman, Houston, Texas 77002);

San Jac/Learning HUB

Educational Development Center

HCC PD/Colling Plant

Heinen Theatre/ Theatre One

Fine Arts Center/ Fine Art Garage

3601 Fannin

Business Career/JD Boney

Crawford Annex

J B Whitley

Residential Area Alameda/Alabama/Winbern

Culinary Arts

Parking Lot 1

Parking Lot 2 & 3

Parking Lot 9

Parking Lot 15

Parking Lot 16

Parking Lot 17

#### **Coleman College**

(1900 Pressler, Houston, Texas 77002);

Coleman Health Science

Coleman Tower

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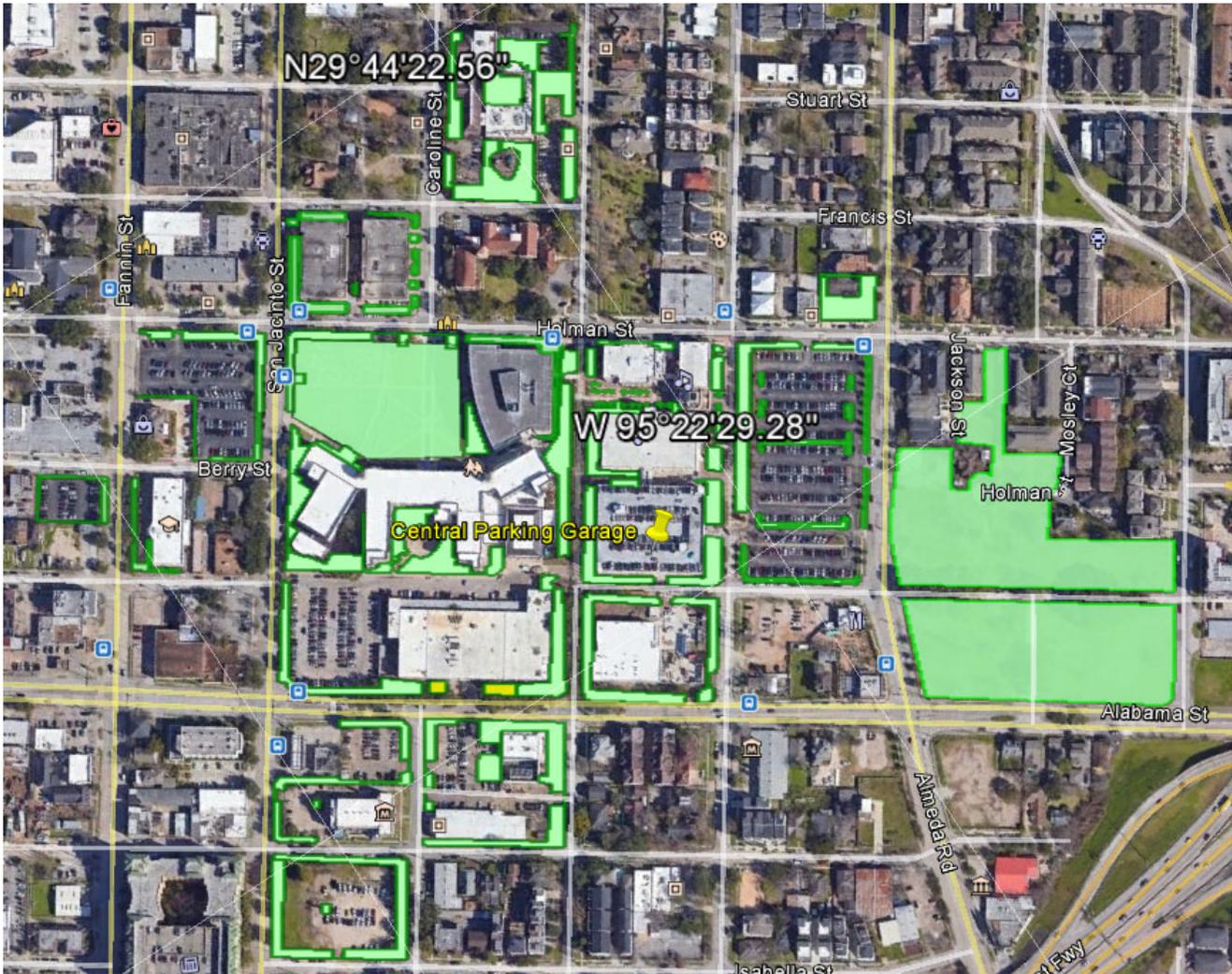
**SERVICE AREA 1**  
**District Administration**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**SERVICE AREA 1**  
**Central College - Central Campus**



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**SERVICE AREA 1  
Coleman College  
Coleman Health Science and Coleman Tower**



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## Service Area 2

Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.

### **Southeast College**

#### **Eastside Campus**

(6815 Rustic Dr., Houston, Texas 77087)

Felix Morales

Angela Morales

Learning Hub

Work Force

Workforce II

Student Center

Parking Garage

#### **Woodridge Plaza**

(6969 Gulf Freeway, Houston, Texas 77087)

#### **Felix Fraga Campus**

(301 North Drennan, Houston, Texas 77003)

Felix Fraga

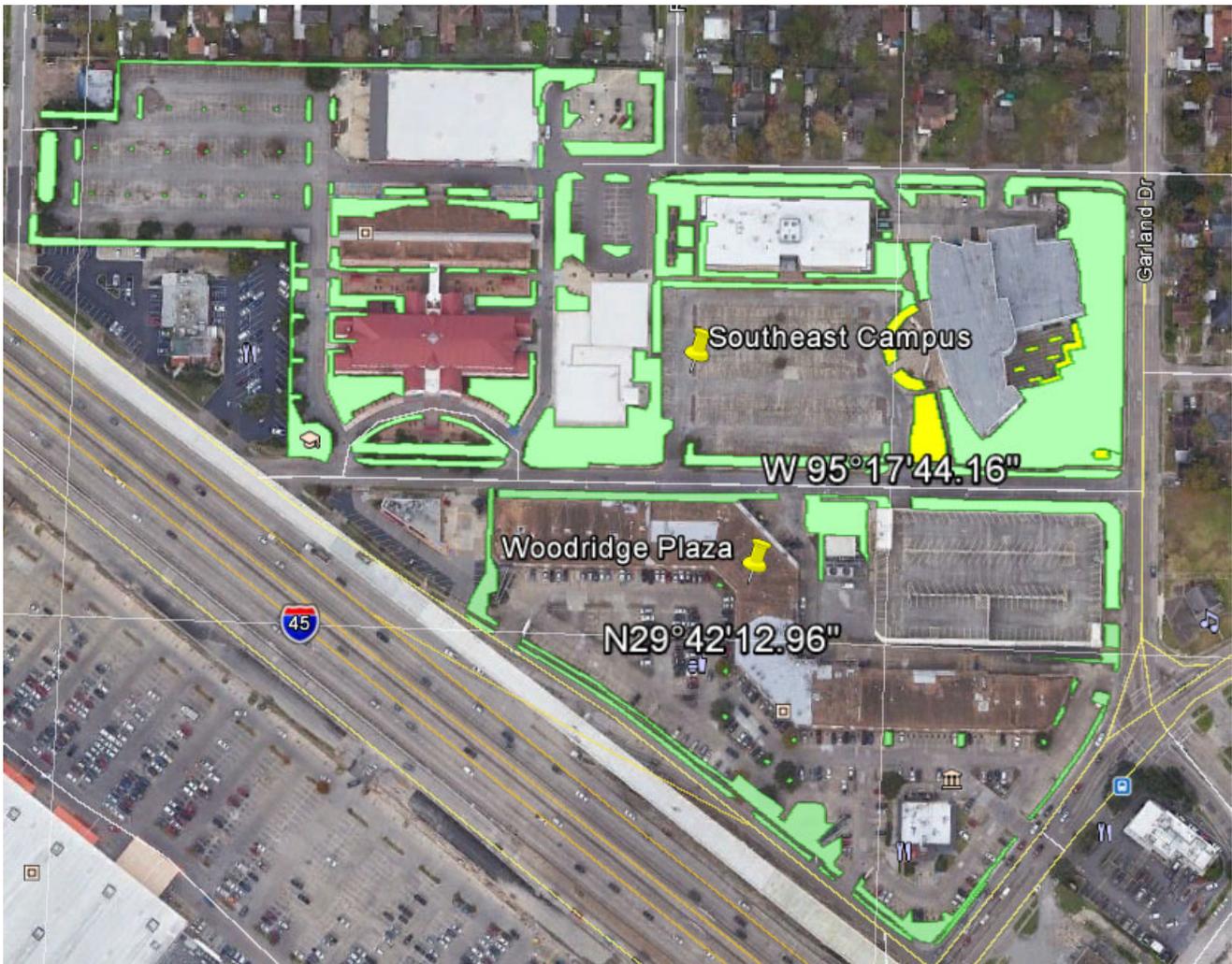
STEM - Workforce

HCC Parking Lot

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## SERVICE AREA 2

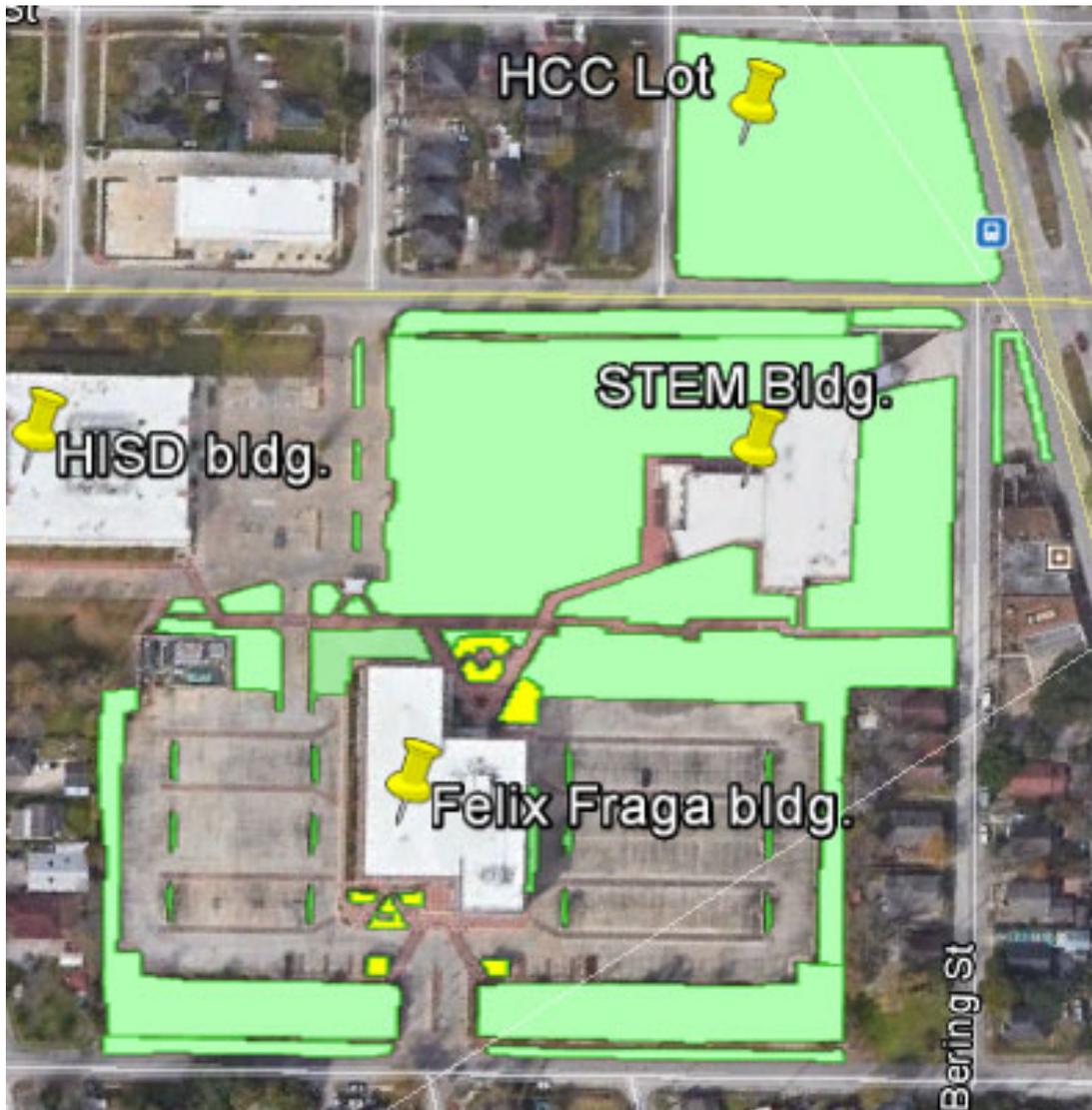
### Southeast College Southeast Campus / Woodridge Plaza



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**SERVICE AREA 2**  
**Southeast College**  
**Felix Fraga Campus / STEM**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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### **Service Area 3**

Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.

#### **Central College**

##### **South Campus**

(1990 Airport Blvd., Houston, Texas 77051);  
Willie Lee Gay Hall  
Workforce

#### **Southwest College**

##### **West Loop**

(5601 West Loop South, Houston, Texas 77081);  
West Loop - includes parking lot  
Parking garage  
Methodist Building

##### **Gulfton Campus**

(5407 Gulfton Dr., Houston, Texas 77081)

##### **Brays Oaks**

(8855 W. Bellford St., Houston, Texas 77031)

#### **District**

##### **Fannin Warehouses**

(9424 Fannin, Houston, Texas 77045)

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**SERVICE AREA 3  
Central College  
South Campus**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**SERVICE AREA 3  
Southwest College  
Brays Oaks Campus**



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**SERVICE AREA 3**  
**Southwest College**  
**West Loop Campus**



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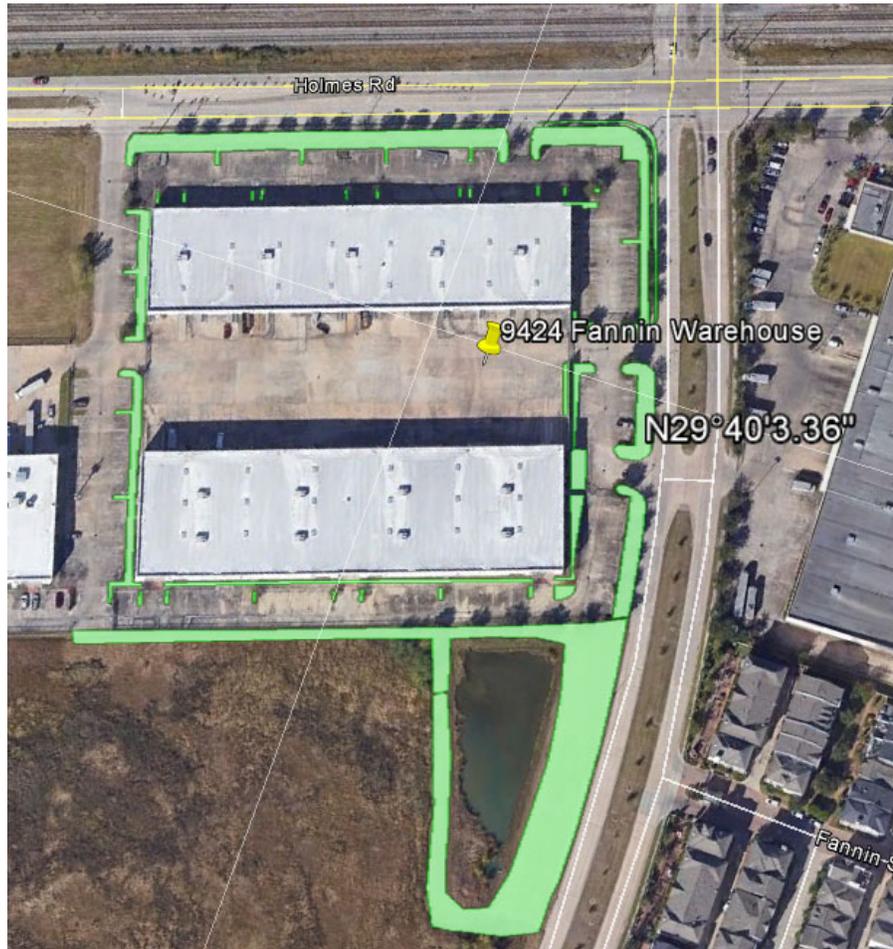
**SERVICE AREA 3  
Southwest College  
Gulfton Campus**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**SERVICE AREA 3**  
**District**  
**Fannin Warehouse**



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## Service Area 4

Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.

### **Northeast College**

#### **Northline Campus**

(8001 Fulton St., Houston, Texas 77022);

Northline

Northline Academic

Parking garage / HISD

Parking lots (includes lots on Lyerly St.)

#### **Automotive Tech Campus**

(4638 Airline Dr., 77022);

Automotive Tech., Training Ctr. A & B

#### **Northeast Campus**

(555 Community College Dr., Houston, Texas 77013);

Codwell Hall

Public Safety

Public Safety Fire Training Facility

Roland Smith

Learning HUB

Global Technology

Rig One

Access Roads (to be included)

#### **North Forest Campus**

(6010 Little York, Houston, Texas 77016);

North Forest / Work Force Bldgs.

Academic Bldg.

Automotive Bldg.

#### **Acres Homes Campus**

(630 West Little York Rd., Houston, Texas 77091);

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**SERVICE AREA 4  
Northeast College  
Northline Campus**



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**SERVICE AREA 4  
Northeast College  
Automotive Tech Campus**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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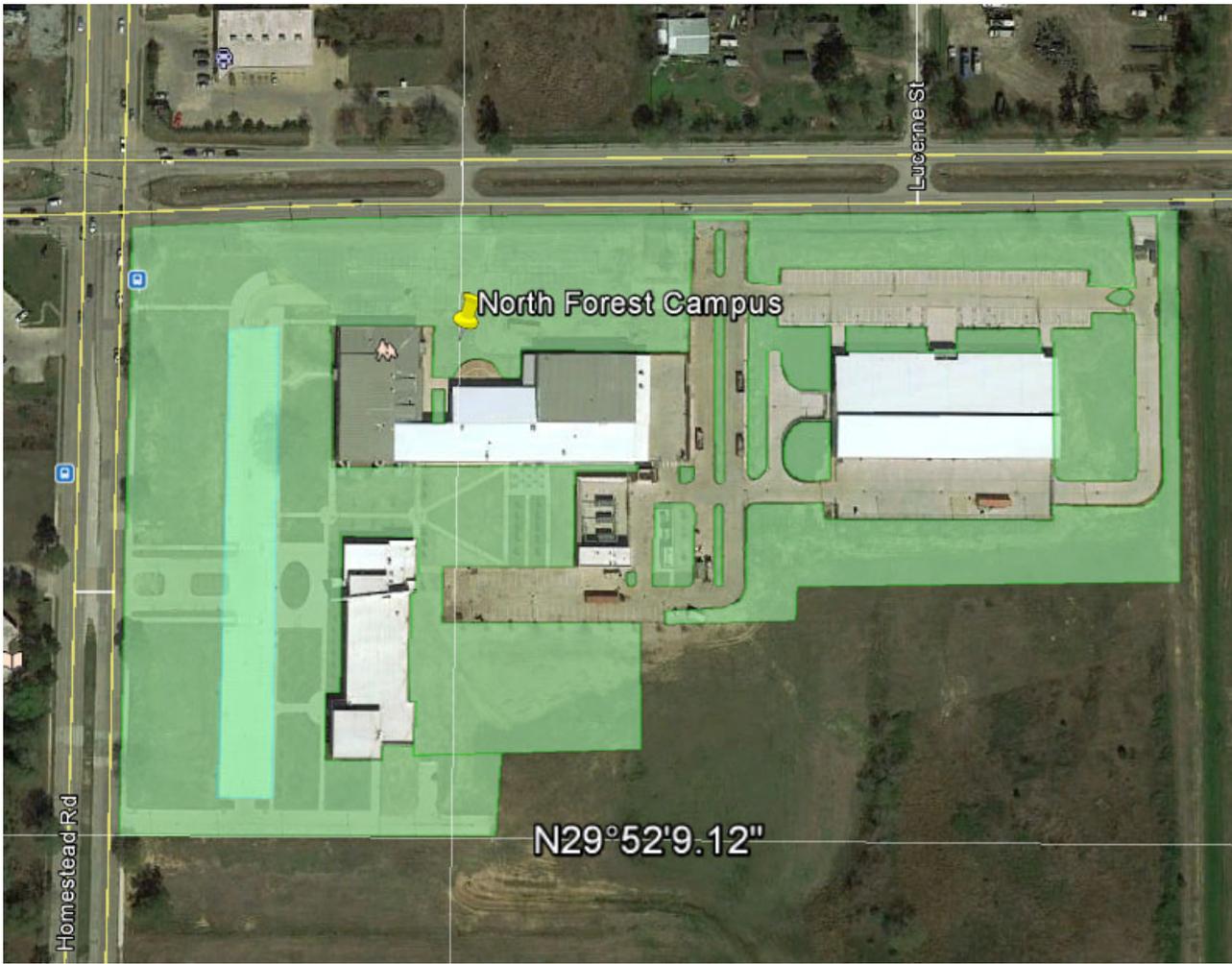
**SERVICE AREA 4  
Northeast College  
Northeast Campus**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**SERVICE AREA 4  
Northeast College  
North Forest Campus**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**SERVICE AREA 4  
Northeast College  
Acres Homes Campus**



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## Service Area 5

Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.

### **Northwest College**

#### **Spring Branch Campus**

(1010 West Sam Houston Pkwy., 77043)  
Spring Branch  
Science Hall  
Performing Arts Center  
Parking Lots (includes area across Lumpkin Rd.)

#### **Hayes Road Campus**

(2811 Hayes Rd., Houston, Texas 77082);  
Hayes Rd.  
West Houston Institute  
Parking Garage/AISD  
Parking Lots

#### **Katy Campus**

(1550 Fox Lake Dr., Houston, Texas 77084);  
Katy Campus  
Parking Lots

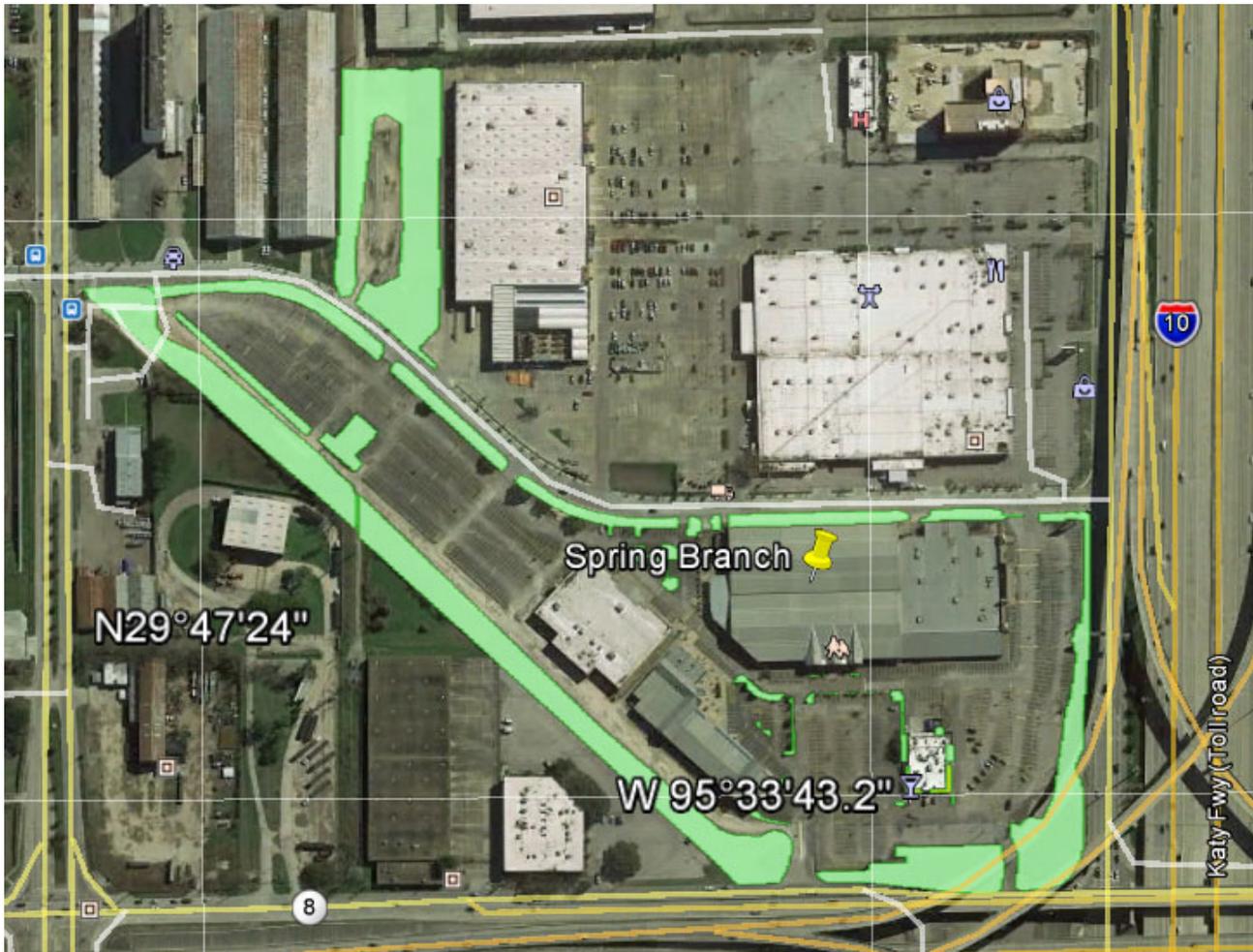
**Katy Mills** @ 25403 Kingsland Blvd.

#### **Alief Center**

(13803 Bissonnet St., Houston, Texas 77072);  
Alief Center  
Workforce  
Parking Lots

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**SERVICE AREA 5  
Northwest College  
Spring Branch Campus**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**SERVICE AREA 5  
Northwest College  
Hayes Road Campus**



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**SERVICE AREA 5  
Northwest College  
Katy Campus**



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**SERVICE AREA 5  
Northwest College  
Katy Mills**



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**SERVICE AREA 5  
Northwest College  
Alief Center Campus**



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## **Service Area 6**

Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.

### **Southwest College**

#### **Stafford Campus**

(10041 Cash Rd., Stafford, TX. 77477

Scarcella Science and Technology Ctr.

Fine Arts @ 9910 Cash Rd.

Soccer Field

Learning HUB

Workforce @ 13622 Stafford Rd.

Perimeter of acreage at Stafford/Greenland

#### **Missouri City Campus**

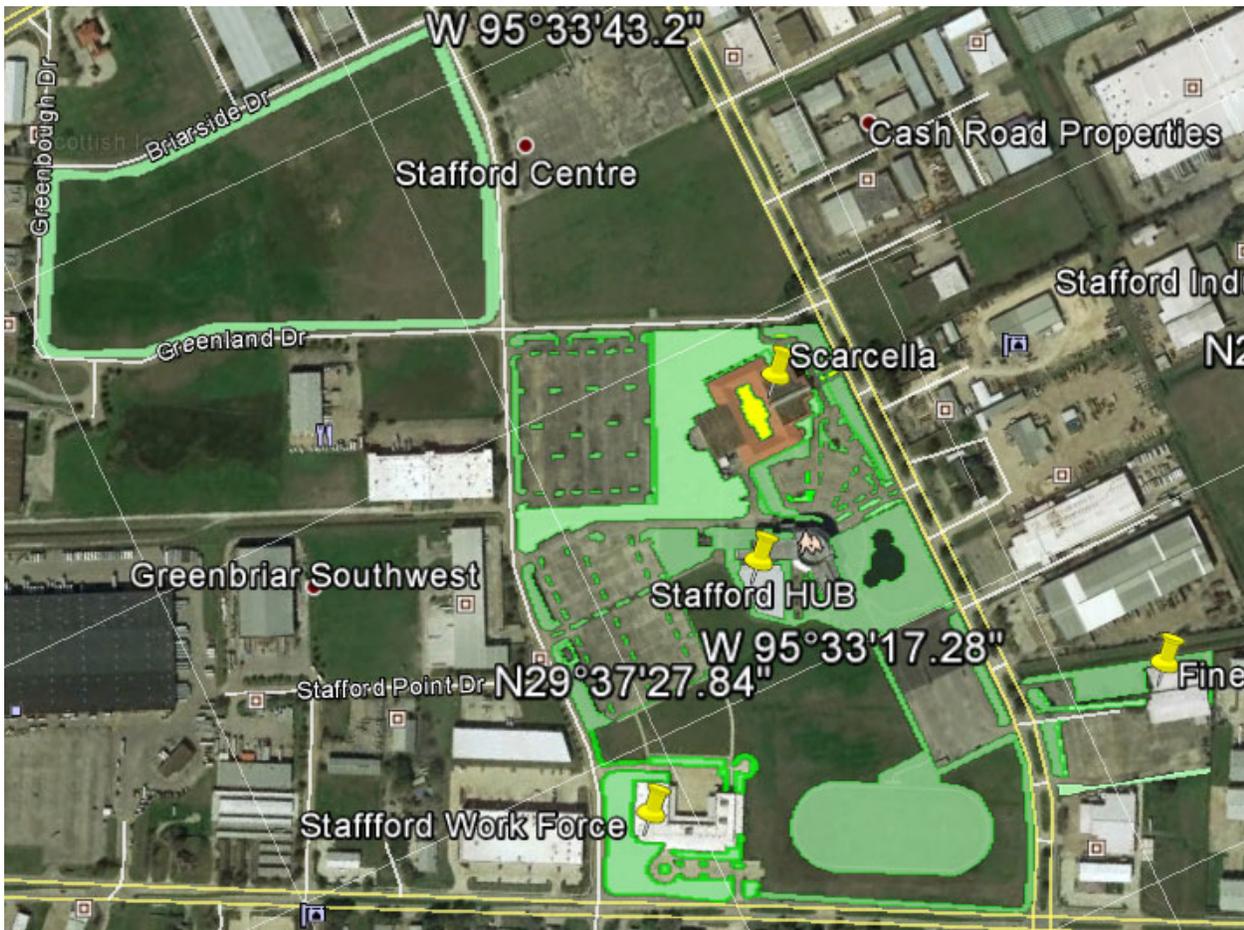
(1600 Texas Pkwy., Missouri City, TX. 77489);

Missouri City Campus

(Includes perimeter of acreage across the street)

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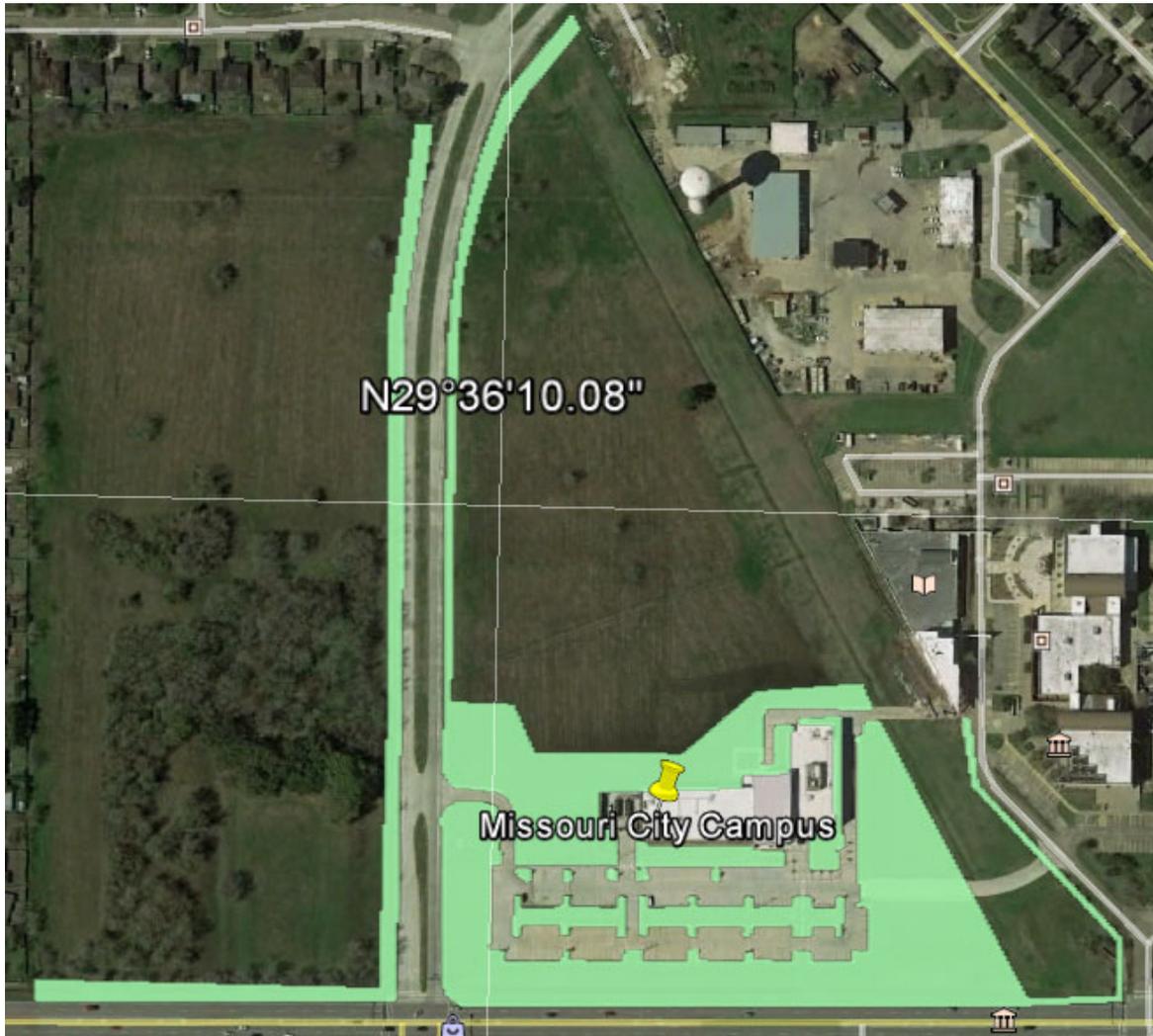
**SERVICE AREA 6**  
**Southwest College**  
**Stafford Campus**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**SERVICE AREA 6**  
**Southwest College**  
**Missouri City Campus**



*Service is to include all landscape around the buildings, parking lots, parking garages, structures and access roads to site. Images may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**Section 2 – Price Proposal**

**1. Instructions**

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide HCC with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of all aspects noted in the Section 1 – Project Overview & Scope of Services.

**2. Total Cost**

Provide a Total Cost (to include all expenses) for the proposed solution. The Total proposed cost will be a firm fixed cost for the life of the contract.

Lump Sum Base Price = Entire Project Annual Base Proposal.

**NOTE:** Proposer shall insert annual cost below as indicated on Exhibit 1 – Schedule of Items & Prices Worksheet.

**Total Annual Proposed Cost: \$** \_\_\_\_\_

HCC reserves the right to accept or reject, in whole or in part, any or all proposals received and to make award based on individual service area or combination of service areas. Although HCC may award one contract as a result of this Request for Proposal, HCC reserves the right to make a single award and/or multiple awards, per service area, whichever is in the best interest of the College as a result of this solicitation.

Description	Service Area Annual Totals
<b>Service Area "1" Total:</b>	\$ _____
<b>Service Area "2" Total:</b>	\$ _____
<b>Service Area "3" Total:</b>	\$ _____
<b>Service Area "4" Total:</b>	\$ _____
<b>Service Area "5" Total:</b>	\$ _____
<b>Service Area "6" Total:</b>	\$ _____

**Additional Services (as needed)**

General Maintenance Outside of this scope \$ \_\_\_\_\_ per man hour

Irrigation/Sprinkler repair \$ \_\_\_\_\_ per man hour

Additional Landscaping-enhancement and plantings \$ \_\_\_\_\_ per man hour

Materials cost shall be reimbursed at cost and shall not exceed \$10,000 per year

Contractor to include their **standard price sheet** to cover all items and services not specifically covered in the RFP.

**3. Price Evaluation**

Evaluation of price will not occur until the completion, scoring and ranking of all proposers on the basis of non-price factors. Please refer to Section 3 for an explanation of the evaluation process for this RFP.

**4. Cooperative Contract**

Please list the following information for the cooperative contract that your proposal is being submitted under:

Cooperative Contract Name:	
Cooperative Contract No.	
Cooperative Contract Term	
Cooperative Contract Website link:	

**5. Price Proposal Signature**

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by HCC to procure any product or service in any volume.

Name:	
Title:	
Date:	
Signature:	

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### Section 3 – Proposal Evaluations

#### 1. Evaluation Criteria

The scoring of proposals for this RFP will occur in two (2) steps. During Step 1, an Evaluation Committee (“Committee”) will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Available Points</b>
Firm’s Qualification and Experience (Section 4.4.c - Tab 1) and Demonstrated Qualifications of Personnel and Team (Section 4.4.d - Tab 2)	<b>35</b>
Proposed Approach and Methodology (Section 4.4.e - Tab 3)	<b>30</b>
Past Performance & References (Section 4.4.f - Tab 4)	<b>20</b>
Small Business Practices (Section 4.4.h - Tab 6)	<b>15</b>
Completeness of Price Proposal (Information sufficiently complete and clear to enable HCC to evaluate vendor’s pricing for all elements of the required scope)	<b>Pass or Fail</b>
Demonstrated Financial Resources and Solvency (Vendor financially solvent, good legal standing, able to meet insurance requirements)	<b>Pass or Fail</b>
Responsiveness to Requirements (Vendor submitted all required components of the solicitation response such that HCC is able to evaluate the vendor in all non-price scoring categories and can verify vendor’s compliance with applicable law, policies and certifications)	<b>Pass or Fail</b>
<b>Total Points</b>	<b>100</b>

\*The maximum available points in this category include bonus points, as set forth in Section 5.14 - Small Business Development Program (SBDP) below.

Following the evaluation, scoring and ranking of all proposers based on the weighted factors above (Step 1), proposers earning a minimum of 80 points, and who are deemed otherwise responsible and eligible (see below), will have their price proposals evaluated (Step 2).

During this Step 2, all proposers scoring a minimum of 80 points during Step 1 will be re-ranked, in the order of lowest price to highest price, giving price a weight of 100% at this phase for all qualifying proposers. All remaining proposers who did not receive a minimum of 80 points in Step 1 will remain in their same ranking position resulting from Step 1, and their price proposals will have no weight in Step 2.

In the event the HCC determines, in its sole discretion, that an insufficient number of firms received a minimum of 80 points in Step 1, such that there will not be adequate price competition among

qualified firms in Step 2, HCC reserves the right to select up to three (3) of the top scoring proposers from Step 1 to move on to Step 2, even if such firms scored less than 80 points in Step 1. HCC may, however, refuse to select a second or third firm to move on to a Step 2 price evaluation if there is a greater than 10% spread (as calculated by the higher score minus the lower score, divided by the lower score) between a firm and the next highest-ranked firm.

## **2. Eligibility for Award**

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

- a. Responsible proposers, at a minimum, must meet the following requirements:
  - i. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
  - ii. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - iii. Have a satisfactory record of past performance;
  - iv. Have necessary personnel and management capability to perform any resulting contract;
  - v. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
  - vi. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency; and
  - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- c. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
- d. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 5.17 - Prohibited Communications and Political Contributions.

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

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## **Section 4 – Instructions to Proposers**

### **1. General Instructions**

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of HCC.
- c. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d. Proposals, which are qualified with conditional clauses, or alterations, or items, not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCC's needs.
- f. HCC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCC's best interest. Representations made within the proposal will be binding on responding firms. HCC will not be

bound to act by any previous communication or proposal submitted by the firms other than this RFP.

- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

### **2. Preparation and Submittal Instructions**

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

### **3. Document Format and Content**

- a. Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b. Responses to this RFP must include a response to the proposal requirements set forth in the Scope of Services, above.
- c. Proposals must be typed on letter-size (8-1/2" x 11") paper. HCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic (CD or flash drive) copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.

d. Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

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

f. Number of Copies: Submit one (1) original printed and one (1) electronic copy of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your price proposal. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.

a. Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the Solicitation Schedule.

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

i. Name, Address and Telephone Number of Proposer;

ii. Project Description/Title; Project Number; and Proposal Due Date/Time.

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

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

#### 4. Proposer Response

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

a. Cover letter

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

**Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) HCC will**

**contract only with the individual firm or formal organization that submits a response to this RFP.**

- b. Table of Contents  
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.

c. Tab 1: Firm's Qualification and Experience

- i. Qualifications & Experience of the Firm: Provide a brief description of your firm, including the total number of supporting personnel related to providing the services of the type and kind required in this RFP.

1. Provide firm's principal(s) and staff commitment in providing the services required in this solicitation.
2. Provide firm's overall ability in providing the services required in this solicitation.
3. Demonstrate firm's understanding, knowledge and experience of the solicitation requirements.
4. Provide examples of your firm civic activities including awards and recognitions.

- ii. Provide a detailed list where your firm has provided services of the type and kind required in this RFP during the past 3 years including but not limited to public and private organizations including: state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, or other special authorities and districts.

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

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

d. Tab 2 – Demonstrated Qualifications of Personnel and Team

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

- i. Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the services described in the Scope of Services. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP. Describe how the team will be organized to deliver the services defined in this RFP.

- ii. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel has been

providing the type of services as described in this RFP.

Please include the following:

1. A brief description of their unique qualifications, experience and education as it pertains to services of the type and kind required in this RFP.
2. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the services described in this RFP.
3. Personnel's job functions, role, percent of time to be assigned to this account and physical office location.
4. Designate the individual, who is authorized to sign and enter into any resulting contract.
5. Provide a list of similar accounts where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the account and length of time on the account.

e. Tab 3 – Proposed Approach & Methodology

This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this RFP. By reading the proposed approach and methodology overview, HCC must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the services comply with the requirements of this RFP.

- i. Provide a detailed implementation plan with projected start and end dates of completion for each task from delivery of service to HCC.

List any required HCC resources or expectations needed in order to meet the proposed timeline.

- ii. Proposer must provide an approach and methodology overview which consists of a concise and detailed description of the requested services proposed in response to this RFP.
- iii. HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFP.
- iv. Quality: Please identify the key metrics you propose to use to measure your performance in delivering services of the type and kind required in this RFP to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor quality of work, ensure delivery is met, and how problems are tracked, escalated (if required) both internally and with the customer.
- v. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- vi. Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the

delivery of the services and how that will be of benefit in the delivery of services to HCC.

f. Tab 4 - Past Performance and References

This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.

- i. Provide contact information for the list of accounts noted in Tab 1 above, HCC may verify all information furnished.
- ii. Describe lessons learned from previous clients for services of the type and kind required in this RFP that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- iii. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this RFP.
- iv. Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.
- v. Provide a list of any work that your firm may have completed for Houston Community College during the past 3 years, including a detailed description of the work effort, performance and

define if the work was completed as a contractor directly with HCC or as a subcontractor under an engagement.

- vi. Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recently completed engagements for the services of the type and kind required in this RFP.

g. Tab 5 – Price Proposal

The Proposer/Contractor shall furnish all resources and services necessary and required to provide the services of the type and kind required in this RFP, in accordance with the Scope of Services, and the governing terms and conditions for the proposed price(s) listed in Section 2 – Price Proposal.

- i. Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- ii. For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.

h. Tab 6 - Small Business Practices

This section shall include a clear statement of the firm's commitment and plan to meet the small business goal specified in this solicitation, if any.

- i. Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
  - ii. At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the solicitation (b) a description of previous engagements where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each engagement; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this solicitation; and (d) indicate what challenges you anticipate in attaining HCC's goal.
  - iii. Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.
  - iv. Provide a reference list of all customers noted in Tab 4 above that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison (or equivalent), telephone number and email address.
- i. Tab 7 - Firm's Financial Status
    - i. Please provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees including but not limited to state franchise fees.
    - ii. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
  - j. Tab 8 - Business Relationship Strength

"Business Relationship Strength" for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful "relationship" between the selected contractor and HCC for the duration of the contract. Respondent's Statement of Qualification must include their definition, proposal and commitment to forge, foster and maintain a mutually successful "relationship" with HCC. At a minimum, your response must include:

    - i. your definition of a mutually successful "relationship" between your firm and HCC; and
    - ii. your firm's commitment to a mutually successful "relationship" in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, at the discretion of HCC, become features of the awarded contract and shall guide the HCC-

Contractor relationship for the duration of the contract.

- iii. Student Internship: HCC is expanding its student internship program. Proposers are encouraged to describe how they envision using HCC students as part of their delivered service to support the application of relevant educational programs as aligned with real world work experience. Proposers willing to participate in this educational enrichment opportunity should provide the following information in the proposal response:

- 1. Number of HCC students proposed to be used as student interns in delivering the scope of services as defined in this RFP.
- 2. Proposed task and objectives that HCC student interns shall perform under the resulting contract.
- 3. Proposed number of hours and length of engagement for HCC student interns shall

perform under the resulting contract.

- 4. Proposed work location where HCC student interns shall perform under the resulting contract. If not on site as part of the project team, any proposed work locations must be within Houston, Texas given student class schedules.
- 5. Proposed mentor/representative that will be responsible in working with and leading HCC student interns under the resulting contract.

k. Tab 9 – Required Attachments

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

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## Section 5 – General Information

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

### 1. General Information

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

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

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

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

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

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

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

### 2. Overview

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

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

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

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

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

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

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

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

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

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

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

### **3. Award / Contract Approval**

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

### **4. Pre-Proposal Meeting**

The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-proposal meeting shall be binding to HCC; any changes to the requirements of this RFP shall be made by way of written solicitation amendment.

If applicable, the Pre-Proposal Meeting date and time is noted in the Solicitation Schedule (see Page 2)

### **5. HCC Contact**

Any questions or concerns regarding this Request for Qualification shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposer restrict all contact and questions regarding this RFP to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

### **6. Inquiries and Interpretations**

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

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 1 of this RFP (Contract Award Form).

#### **7. Commitment**

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

#### **8. Acquisition from Other Sources**

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

#### **9. Vendor Registration**

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

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

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

#### **10. Obligation and Waivers**

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

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

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

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

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

**BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION**

**WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

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

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

**HCC IS AN EQUAL OPPORTUNITY/EDUCATIONAL INSTITUTION, WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, DISABILITY, SEXUAL ORIENTATION, OR VETERAN STATUS.**

#### **11. Contract Award**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered.

A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such

proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

#### **12. Postponement of Proposals Due Date/Time:**

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

#### **13. Oral Presentations:**

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

#### **14. Small Business Development Program (SBDP):**

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

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

participation of minority and women-owned small businesses in the SBDP.

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

HCC recognizes certification by the following governmental and private agencies: Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE, MWPDBE and DBE Certifications, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews. For more information regarding SBE Certifications go to <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>.

Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:

- a. To the extent consistent with industry practices, divide the contract work into reasonable lots.
- b. Give notice to SBDP eligible firms of subcontract opportunities or post

notices of such opportunities in newspapers and other circulars.

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

Points shall be awarded in accordance with the Proposal Response based on the prime vendor's certifications and/or commitment to small business subcontracting stated in the solicitation document and the published point scale. The points noted below are sample as aligned with the Proposal SBE Subcontracting Commitment table noted above.

A copy of the complete SBDP Procedure may be found on our [Small Business Website](#).

- a. Certified small business prime contractor – automatically eligible for maximum available SBE points. However, HCC reserves the right to deny the points, and look only to the prime contractor's use of subcontractors, if HCC, in evaluating solicitation responses, makes a determination that the prime contractor will not have a legitimate and active role in the performance of the contract;
- b. Certified small business prime contractor that meets the SBE Bonus Points subcontracting commitment using a certified small business subcontractor – automatically eligible for maximum available SBE Bonus Points. The noted Bonus Points shall only be available when a certified SBE who is the prime contractor shall also use a certified SBE as a subcontractor. This category of points shall only be available when subcontracting opportunity is identified as noted in the published table;
- c. Non-certified small business prime contractor that meets the SBE subcontracting commitment using a certified small business subcontractor –

automatically eligible for maximum available SBE points;

- d. Non-small business prime contractor with non-small business subcontractor – no points; and
- e. Non-small business prime contractor self-performing work – no points

intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Mr. James Mable, Director of Career & Job Placement at 713-718-6485.

**17. Prohibited Communications and Political Contributions:**

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

- [1] Between a potential vendor, subcontractor to vendor, service provider, respondent, Offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee; and
- [3] Between any Trustee and administrator or employee.

Proposed SBE Subcontracting Commitment	Available Points	Eligibility
25% & Higher	10	Certified-SBE prime <u>or</u> Non-SBE prime using certified SBE subcontractor
SBE Bonus Points for 25% & Higher Subcontracting	5	Only a certified-SBE prime using certified SBE subcontractor

The ultimate decision to award Contracts will be made by the HCC Board of Trustees based on its determination of best value to HCC or otherwise in accordance with the solicitation’s method of procurement.

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

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

**16. Internship Program:**

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, subject to the penalties stated herein.

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.

[4] Presentations made to the Board during any duly-noticed public meeting.

[5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

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

Any potential vendor, subcontractor vendor, service provider, proposer, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

**18. 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.

**19. Taxes:**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC. The Contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees.

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

**20. Texas Public Information Act:**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("The Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

**21. Appropriated Funds:**

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

**22. Conflict of Interest:**

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

Note: **Attachment No. 6 and Attachment No. 7** shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

**23. Ethics Conduct:**

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

**24. No Third Party Rights:**

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

including a relationship in the nature of a third party beneficiary or fiduciary.

**25. Withdrawal or Modification:**

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by HCC, which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

**26. Validity Period:**

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

**27. Terms and Conditions:**

HCC's General Terms and Conditions of Purchase Order dated February 9, 2018, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).

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

**28. Submission Waiver:**

By submitting a response to this Solicitation, the Offeror or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response

package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

**29. Indemnification:**

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

**30. Delegation:**

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation

and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

**31. Invoice:**

To facilitate payment, invoices for goods or services delivered in accordance with the resulting contract and purchase order shall be emailed to the Accounts Payable Department with copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to: small business firm's name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

**32. Cooperative Purchasing Agreement:**

As permitted under Inter-local Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed, deliveries made or payment for goods or services ordered by the entities. Proposer is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

**33. W9 Form**

Bidder shall include a W9 Form with their bid submission. This may be done electronically by clicking on the "Response attachments" tab and clicking on \*New under "Response Attachments". I acknowledge that a copy of my company's W9 Form has been included with this submission.

*Balance of page intentionally left blank.*

**Section 6 – Required Attachments**

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

<b>Attachment Number</b>	<b>Attachment Title</b>
Attachment No. 1	Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer's Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interests
<b>Exhibit Number</b>	<b>Exhibit Title</b>
Exhibit No. 1	Schedule of Items and Prices Worksheet (attached)
Exhibit No. 2	HCC Sample Master Service Agreement

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**ATTACHMENT NO. 1  
CONTRACT AWARD FORM  
HCC PROJECT NO. RFP 20-23**

**PROJECT TITLE: LANDSCAPING, GROUNDS AND IRRIGATION MAINTENANCE SERVICES**

**PROJECT NO.: RFP 20-23**

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

**Federal Employer Identification Number:** \_\_\_\_\_ **(Note: please refer to Section 5.9 Vendor Registration)**

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

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

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

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

**Where did you learn of this RFP (please be specific):**  Website  HCC  Other

\_\_\_\_\_;  
 **SBDP event** \_\_\_\_\_;  **Newspaper** \_\_\_\_\_;  **Other** \_\_\_\_\_.

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

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of an HCC Purchase Order and will have the following order of precedence: 1) HCC Terms and Conditions of Purchase Order, 2) HCC referenced solicitation including all amendments issued by HCC, 3) the RFP response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating bids and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the bid response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**ATTACHMENT NO. 2  
DETERMINATION OF GOOD FAITH EFFORT  
HCC PROJECT NO. RFP 20-23**

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

In making a determination that a good faith effort has been made, HCC requires the Bidder to complete this form as directed below:

Section 1.

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

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

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

Section 2.

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

\_\_\_\_\_ (1) Whether the Bidder provided written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.

\_\_\_\_\_ (2) Whether the Bidder divided the work into the reasonable portions in accordance with standard industry practices.

\_\_\_\_\_ (3) Whether the Bidder documented reasons for rejection or met with the rejected small business to discuss the rejection.

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

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

Section 3

SELF-PERFORMANCE JUSTIFICATION

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

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Section 4

CERTIFIED SMALL BUSINESS CLASSIFICATION

Please list the small business certification type for all proposed vendors included in the proposed offer; proposer shall include the prime contractor and sub-contractor details as noted below.

See Section 5.14 Small Business Development Program

<b>Vendor Name (Prime and Subcontractor)</b>	<b>Certification Type</b>	<b>Certification Number</b>	<b>Certification Expiration Date</b>

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

\_\_\_\_\_  
Date

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**ATTACHMENT NO. 3  
 SMALL BUSINESS UNAVAILABILITY CERTIFICATE  
 HCC PROJECT NO. RFP 20-23**

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

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

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

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

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

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

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

**ATTACHMENT NO. 4  
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM  
HCC PROJECT NO. RFP 20-23**

Bidder/offeror presents the following participants in this solicitation and any resulting Contract. All Proposers/Offerors, including small businesses submitting proposals as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their proposal submissions.

<b>CONTRACTOR</b>	<b>Specify in Detail Type of Work to be Performed</b>	<b>List ALL Small Business Certification Status including Agency and Number (if applicable)</b>	<b>Percentage Contract Effort</b>	<b>Price</b>
Business Name: Business Address: Telephone No. : Contact Person Name/E-mail: <b>SMALL BUSINESS SUBCONTRACTOR(S)</b> (Attach separate sheet if more space is needed.)				
Business Name: Business Address: Telephone No. : Contact Person:				
Business Name: Business Address: Telephone No. : Contact Person: <b>NON-SMALL BUSINESS SUBCONTRACTOR(S)</b> (Attach separate sheet if more space is needed.)				
Business Name: Business Address: Telephone No. : Contact Person:				
Business Name: Business Address: Telephone No. : Contact Person:				

Business Name: \_\_\_\_\_ Submitted (Name): \_\_\_\_\_

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

Telephone/Fax: \_\_\_\_\_ Date: \_\_\_\_\_

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

**ATTACHMENT NO. 5  
PROPOSER'S CERTIFICATIONS  
HCC PROJECT NO. RFP 20-23**

**1. NON-DISCRIMINATION STATEMENT:**

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

**2. BLACKOUT PERIOD COMPLIANCE:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

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

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

**3. ASSURANCE OF SBDP GOAL:**

The undersigned certifies that he/she has read,

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

Small Business Participation Goal =  
\_\_\_\_\_

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

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

**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

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

If an individual

Have you been convicted of a felony?  
YES or NO

If a business entity:  
YES or NO

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

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

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

**5. DISCLOSURE OF OWNERSHIP INTERESTS:**

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, and any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

**6. PROHIBITED CONTRACTS/PURCHASES:**

The undersigned certifies that he/she has read, understands and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaw regarding Prohibited Contracts/Purchases as further defined in the attached Exhibit 2.

**7. HOUSE BILL 89 ACKNOWLEDGMENT:**

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

- 1. Does not boycott Israel currently, and
- 2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with,

terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**8. SENATE BILL 252 ACKNOWLEDGE:**

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**9. DIVESTMENT STATUTE LISTS:**

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

**10. CERTIFICATE OF INTERESTED PARTIES FORM**

Beginning January 1, 2016, successful bidders awarded contracts that are valued at \$50,000 or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented to the Board of

Trustees for approval. For a list of Frequently Asked Questions you can go to:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

The form must be submitted at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_for\\_m1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_for_m1295.htm)

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
  - \*The values of the contract cannot be determined at the time the contract is executed; and
  - \*any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

### **11. CRIMINAL BACKGROUND CHECK**

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony offense involving controlled substances; 5) Any felony offense against property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

### **12. DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

### **13. EQUAL OPPORTUNITY EMPLOYER (EOE)**

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

### **14. NON COLLUSION STATEMENT**

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee

or agent to any other person engaged in this type of business prior to the official opening of this bid.

**15. DELINQUENT FRANCHISE TAXES CERTIFICATION**

As required by §2252.903, Government Code, bidder's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

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

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

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

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**EXHIBIT 1 - TO ATTACHMENT NO. 5  
OWNERSHIP INTEREST DISCLOSURE LIST  
HCC PROJECT NO. RFP 20-23**

Instruction: Using the following table, please fill in the names of any member of the Respondent's company who is a "Contractor" (as defined in Section 5 above); any person with an ownership interest of 10% or more; and any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

Name	Title	Company Name

Company Name: \_\_\_\_\_

Authorized Company Representative: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If **NO** Ownership Interest Discloser has been stated above, check

*Balance of page intentionally left blank.*

**EXHIBIT 2 - TO ATTACHMENT NO. 5  
PROHIBITED CONTRACTS/PURCHASES  
HCC PROJECT NO. RFP 20-23**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, has any pecuniary interest. All such contracts executed prior to June 21, 2012 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, contractor, advisor or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

Definitions:

"Business entity" shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. "Business entity" shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

"Director" is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company's policy, and as the company's agent, can bind the company with valid contracts.

"Officer" is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

"Senior Staff Member" shall have the meaning as defined in Article A, Section 3 of the Board Bylaws which includes:

- a. Any member of the Chancellor's Advisory Council;
- b. HCC employees classified as E-10 and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any HCC solicitation for goods or services; and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

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

**ATTACHMENT NO. 6  
CONFLICT OF INTEREST QUESTIONNAIRE  
HCC PROJECT NO. RFP 20-23**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received
<b>1</b> Name of vendor who has a business relationship with local governmental entity.	
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b> Name of local government officer about whom the information is being disclosed.	
_____ Name of Officer	
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.	
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
<b>7</b>	
_____ Signature of vendor doing business with the governmental entity	_____ Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

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

**ATTACHMENT NO. 7  
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
HCC PROJECT NO. RFP 20-23**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of System-wide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

This requirement applies to contracts with a value exceeding \$50,000.

**Section 1 - Disclosure of Financial Interest in the Vendor**

a. If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

b. For each individual named above, show the type of ownership/distributable income share:

- Ownership interest of at least 10% ( \_\_\_\_\_ )
- Ownership interest of at least \$15,000 or more of the fair market value of vendor ( \_\_\_\_\_ )
- Distributive Income Share from Vendor exceeding 10% of individual's gross income ( \_\_\_\_\_ )
- Real property interest with fair market value of at least \$2,500 ( \_\_\_\_\_ )
- Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor: ( \_\_\_\_\_ )
  - 1. Ownership interest of at least 10%
  - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
  - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
  - 4. Real property interest with fair market value of at least \$2,500
- No individuals have any of the above financial interests (If none go to Section 4) ( \_\_\_\_\_ )

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

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

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

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

**Section 2 - Disclosure of Potential Conflicts of Interest**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 3- Disclosure of Gifts**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4- Other Contract and Procurement Related Information**

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

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

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

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c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

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This disclosure is submitted on behalf of:

\_\_\_\_\_  
(Name of Vendor)

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

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: BIDDER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

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

**EXHIBIT NO. 1**  
**HCC PROJECT NO. RFP 20-23**

**SCHEDULE OF ITEMS AND PRICES WORKSHEET**

**(Provided as Separate Exhibit 1 to RFP)**

**EXHIBIT NO. 2**

**HCC PROJECT NO. RFP 20-23**

**HCC SAMPLE FORM MASTER SERVICES AGREEMENT**



**MASTER SERVICES AGREEMENT  
LANDSCAPING, GROUNDS AND IRRIGATION MAINTENANCE SERVICES  
RFP 20-23**

This Agreement (the "Agreement") is made and entered into by and between **HOUSTON COMMUNITY COLLEGE**, a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002 ("College"), for and on behalf of the **Facilities Environmental Safety** ("DEPARTMENT"), and [REDACTED] with its principal place of business at [REDACTED] ("**Contractor**"). This AGREEMENT made effective upon final execution date by and between College and Contractor ("Effective Date").

**Order of Precedence:** If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the original HCC solicitation including all amendments and Q & A, 3) the Contractor's proposal response to the HCC solicitation (as amended) and including any clarifications or Best and Final Offer.

College and Contractor hereby agree as follows:

**1. Contractor Services.**

Contractor will provide the services as set forth in **Exhibit A**, (the "Statement of Work"), attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of College.

**2. Compensation.**

As consideration for the Services satisfactorily provided and/or performed by the Contractor, College will pay the Contractor an amount not to exceed the hourly fees as provided within **Exhibit B ("Fee")** during the Term. The Fee may otherwise be less than fees in **Exhibit B** in the event of certain conditions as set forth in this Agreement such as early termination of this Agreement or any other provision of this Contract that affects the Fee. The College agrees to pay Contractor based upon the rates as set forth on **Exhibit B** for each respective position listed, times the number of hours of service actually performed. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice. Notwithstanding anything contained herein, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

**Invoicing:**

Upon completion of a phase (deliverable, task, item, etc.) in a manner acceptance by College, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that

College may reasonably request to support the invoice amount. College will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If College approves the amount or any portion of the amount, College will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If College disapproves any invoice amount, College will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to College as follows:

**HOUSTON COMMUNITY COLLEGE - PRIMARY INVOICE  
ACCOUNTS PAYABLE DEPARTMENT  
PO BOX 667460  
HOUSTON, TEXAS 77266-7460**

AND VIA EMAIL - AT [ACCOUNTS.PAYABLE@HCCS.EDU](mailto:ACCOUNTS.PAYABLE@HCCS.EDU)

[AND](#)

**3. Term.**

The term of this Agreement shall begin on the date duly executed by both Parties, and shall continue for one (1) year ending \_\_\_\_\_ ("Term") unless earlier terminated in accordance with the terms of this Agreement. College will have the option to renew this Agreement for three (3) additional one (1) year Terms upon providing written notice thereof to Contractor. Further, HCC reserves the right to extend the contract term on a month-to-month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

**4. Licenses, Permits, Taxes, Fees, Laws and Regulations.**

- 4.1 Contractor warrants that it will obtain, and maintain in effect, at Contractors' sole cost and expense, all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations; applicable College Board policies, and relevant College procedures.

**5. Ownership and Use of Work Material.**

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by College, are the sole property of College and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 5.2 Contractor grants and assigns to College all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with College in any steps College may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 5.3 Contractor will deliver all Work Material to College upon expiration or termination of this Agreement. College will have the right to use the Work Material for the completion of the Services or otherwise. College may, at

all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than College on other projects unless expressly authorized by College in writing.

- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by College in writing. Contractor will treat all Work Material as confidential.
- 5.5 If Contractor owns instruction/presentation material, Contractor warrants that it is the sole owner of the instruction/presentation materials or has obtained permission from the copyright holder to use the instruction/presentation materials and has full power and authority to make this agreement; that the instruction/presentation materials do not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. Contractor will defend, indemnify, and hold harmless the College and/or its licensees against all claims, suits, costs, damages, and expenses that the College and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the instruction/presentation materials or any infringement or violation by the instruction/presentation materials of any copyright or property right; and until such claim or suit has been settled or withdrawn, the College may withhold any sums due to Contractor under this Agreement.

## 6. **Confidentiality and Safeguarding of College Records; Press Releases; Public Information.**

- 6.1 Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of College, or (3) have access to, records or record systems (collectively, "**College Records**"). Among other things, College Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If College Records are subject to FERPA, (1) College designates Contractor as a College official with a legitimate educational interest in College Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from College Records will result in Contractor's exclusion from eligibility to contract with College for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold College Records in strict confidence and will not use or disclose College Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise previously authorized by College in writing; (2) safeguard College Records according to commercially reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, the Gramm-Leach-Bliley Act, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than best practices in the data security industry; (3) continually monitor its operations and take any action necessary to assure that College Records are safeguarded and the confidentiality of College Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including, without limitation, FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the College's rules, policies, and procedures regarding access to and use of College's computer systems. At the request of College, Contractor agrees to provide College with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of College Records.

6.1.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any College Records occurs, Contractor will provide written notice to College within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide College with all information requested by College regarding the impermissible use or disclosure.

6.1.2 **Return of College Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all College Records created or received from or on behalf of College will be (1) returned to College, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any College Records, Contractor will provide College with written notice of Contractor's intent to destroy

College Records. Within five (5) days after destruction, Contractor will confirm to College in writing the destruction of College Records.

- 6.1.3 **Disclosure.** If Contractor discloses any College Records to a permitted subcontractor or agent, Contractor will require the permitted subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 6.1.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the Project or the engagement of Contractor as an independent contractor of College in connection with the Services or the Project, or release any information relative to the Services or the Project for publication, advertisement or any other purpose without the prior written approval of College.
- 6.1.5 **Public Information.** Contractor acknowledges and understand that College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act, Chapter 552, Texas Government Code*.
- 6.1.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if College reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, College may immediately terminate this Agreement without notice or opportunity to cure.
- 6.1.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

## **7. Independent Contractor.**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of College. Contractor will not bind nor attempt to bind College to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, workers' compensation insurance.

## **8. Termination.**

- 8.1 This Agreement may be terminated for convenience by either Party with or without cause upon ten (10) days prior written notice to the other Party. In the event of termination without cause, College shall pay the Contractor any undisputed amounts not previously paid for Services actually performed in accordance with specifications in the Statement of Work, up to the date of termination.
- 8.2 Performance of this Agreement is contingent upon the availability of appropriated funds from the Texas State Legislature or allocation of funds by the HCC Board of Trustees. College shall have the right to cancel the Agreement at the end of the current fiscal year if funds are not allotted by the Board for the next fiscal year to continue the Agreement or funds are not appropriated by the Legislature. If funds are withdrawn or do not become available, College reserves the right to terminate the Agreement by giving the Contractor a ten (10) day written notice of cancellation without penalty. Upon cancellation, College shall be responsible only for payment for Services performed up to the date of termination. The College fiscal year begins on September 1 and ends on August 31st.
- 8.3 This Agreement may be terminated by either Party in the event of breach of this Agreement. A breach occurs when either Party fails to perform its obligations under this Agreement or fails to comply with the terms of this Agreement. In the event of a breach, the Party claiming such breach shall provide the other Party with written notice of such breach setting forth the basis for such claim of breach. The breaching

Party shall have thirty (30) days from the receipt of the notice of breach to cure such breach. If the breaching Party fails to cure the breach within thirty (30) days of receipt of the notice, the aggrieved Party shall have the right to terminate the Agreement immediately and pursue any remedies available under law for breach of contract.

**9. Indemnification.**

**CONTRACTOR AGREES TO INDEMNIFY, RELEASE, AND HOLD COLLEGE AND COLLEGE'S TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITIES (each as used herein shall be referred to as "Claim") OF ANY TYPE OR ANY NATURE WHATSOEVER (INCLUDING COSTS AND REASONABLE LEGAL AND EXPERT FEES) FOR DAMAGE TO, LOSS OF, OR DESTRUCTION OF ANY TANGIBLE PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON, ARISING FROM, IN CONNECTION WITH, OR ANY WAY RELATED TO THIS AGREEMENT, TO THE EXTENT CAUSED BY CONTRACTOR AND ITS PERSONNEL IN PERFORMANCE OF THE SERVICES.**

**10. Insurance.**

10.1 Contractor agrees to maintain, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverages in at least the amounts specified:

- 10.1.1 Workers Compensation: Statutory Limits
- 10.1.2 Employer's Liability: \$1,000,000 per accident and employee
- 10.1.3 Commercial General Liability (including contractual liability):  
\$1,000,000 per occurrence
- 10.1.4 Product/Completed Ops: \$2,000,000 aggregate
- 10.1.5 Auto Liability: \$1,000,000 combined single limit
- 10.1.6 All other insurance required by state or federal law

10.2 All policies (except Workers' Compensation) will name College as an Additional Insured. A Waiver of Subrogation in favor of College and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to College prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against College, its agents, employees or representatives.

10.3 Verification of Insurance Coverage will be forwarded to:

Risk Management  
P.O. Box 667517  
Houston, TX 77266-7517

Contractor will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Contractor's sole expense, all insurance required by state or federal law, including but not limited to workers' compensation, unemployment insurance and automobile liability insurance. Upon College's request, Contractor will supply evidence of such insurance to College prior to performing services.

**11. Miscellaneous.**

11.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

11.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company,

Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- 11.3 Tax Certifications. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.4 Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, to the extent applicable, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 11.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and College and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of College and Contractor.
- 11.7 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c) of the *Texas Education Code*, to the extent applicable. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 11.8 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").
- 11.9 Venue; Governing Law. Harris County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 11.10 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand College's Conflicts of Interest Policy available at <http://www.hccs.edu/district/about-us/policies/>, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [www.statutes.legis.state.tx.us/docs/gv/html/gv.572.htm](http://www.statutes.legis.state.tx.us/docs/gv/html/gv.572.htm), and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause College employees to violate College's Conflicts of Interest Policy, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or

applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board or any College employee has a direct or indirect financial interest in the transaction that is the subject of this Agreement. The Contractor further warrants, represents, and covenants that, in performing this Contract, it will use reasonable care to ensure it does not employ any person who has any such interest

- 11.11 Waivers. The provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof only by evidencing such waiver in writing, executed by such party. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 11.12 Notice. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to College: **Houston Community College**  
Attn: **Executive Director**  
Address: **3100 Main Street, Houston, TX 77002**

If to Contractor:

- 11.13 Immunity. Nothing in this Agreement waives or alters any immunities provided College, its officers, employees, or agents under Texas or federal law.
- 11.14 Third Parties. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
- 11.15 Severability. Unless the basis of the bargain among the parties hereto is destroyed or rendered ineffective by invalidity or unenforceability of any provision hereof, if any provision of this Agreement should be held to be void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.
- 11.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.
- 11.17 Electronic counterparts. This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopier, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.
- 11.18 Certifications Regarding Terrorist Organizations and Boycott of Israel. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

- 11.19 Access by Individuals with Disabilities. To the extent applicable, Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to College under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to College, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then College may terminate this Agreement and Contractor will refund to College all amounts College has paid under this Agreement within thirty (30) days after the termination date.
- 11.20 Confidential Student Information. "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at College by any of the following means: the student's name, the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as a identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Contractor by College as well as any information provided by College's students and third parties to the Contractor.

To the extent applicable, Contractor acknowledges that this Agreement allows the Contractor access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by College policy and federal law, namely the Family Educational Rights and Privacy Act ("FERPA").

Contractor agrees to hold Confidential Student Information in strict confidence. Contractor will not use or disclose Confidential Student Information received from or on behalf of College (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by College. Contractor agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Contractor agrees that only Contractor's employees who have a legitimate business need in performing this Agreement will have access to the Confidential Student Information.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor will return all Confidential Student Information to College within thirty (30) days or, if return is not feasible, destroy any and all Confidential Student Information. Twenty (20) days before destruction of any Confidential Student Information, Contractor will provide College with written notice of Contractor's intent to destroy Confidential Student Information. Within seven (7) days after destruction, Contractor will confirm to College in writing the destruction of Confidential Student Information.

Contractor agrees that Contractor is under the direct control of College with respect to the use and maintenance of Confidential Student Information. If College reasonably determines in good faith that Contractor has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, College, in its sole discretion, will have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, College will provide written notice to Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from College's education records, College may not allow the Contractor access to education records for at least five years.

Contractor will develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Student Information received from, or on behalf of College or its students. These measures will be extended by contract to all subcontractors used by Contractor.

Contractor will, within one day of discovery, report to College any use or disclosure of Confidential Student Information not authorized by this Agreement or in writing by College. Contractor's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including a written report, as reasonably requested by College.

Contractor will defend and hold College harmless from all claims, liabilities, damages, or judgments involving a third party, including College's costs and attorney fees, which arise as a result of Contractor's failure to meet or breach any of its obligations under this Agreement.

The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

11.21 Mediation. The parties agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation. Further, the parties agree that (i) neither the execution of this Agreement by the College/HCC nor any other conduct, action or inaction of any representative of the College/HCC relating to this Agreement constitutes or is intended to constitute a waiver of the College's/HCC's of sovereign immunity to suit; and (ii) the College/HCC has not waived its right to seek redress in the courts.

11.22 Assurances. ***To the extent applicable*** and for contracts under Title I of WIOA will assure as follows in accordance with 20 CFR 38.25:

(i) As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) **Section 188 of the Workforce Innovation and Opportunity Act (WIOA)**, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(B) **Title VI of the Civil Rights Act of 1964**, as amended, which prohibits discrimination on the bases of race, color and national origin;

(C) **Section 504 of the Rehabilitation Act of 1973**, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) **The Age Discrimination Act of 1975**, as amended, which prohibits discrimination on the basis of age; and

(E) **Title IX of the Education Amendments of 1972**, as amended, which prohibits discrimination on the basis of sex in educational programs.

(ii) The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all

agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- 11.23 **Electronic Counterparts:** This Agreement may be executed in multiple counterparties, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed counterpart of this Agreement transmitted by telecopies, facsimile, or as a .pdf, .jpeg, .TIFF or other electronic format as an attachment to an electronic transmission shall also be deemed an original and effective for all purposes.
- 11.24 **New Certifications:** Certifications Regarding Terrorist Organizations and Boycott of Israel Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154) Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that to College in all respects.
- 11.25 **HCC'S Right to Audit** At any time during the term of this Contract and for a period of four (4) years thereafter HCC or a duly authorized audit representative of HCC, at its expense and at reasonable times, reserves the Right to Audit Seller's records and books relevant to all services provided under this Contract. In the event such an audit by HCC reveals any errors/overpayments by HCC, Seller shall refund HCC the full amount of such overpayments within thirty (30) days of such audit findings, or HCC, at its option, reserves the right to deduct such overpayments from any amounts HCC is required to pay Seller under the Contract or any Purchase Order.
- 11.26 Marshall Heins and/or his/her designee is the HCC Contract Manager of this AGREEMENT. For HCC contract administration issues, contact Gia Hodges and/or Christopher Burton via [HCC.Contracts@HCCS.edu](mailto:HCC.Contracts@HCCS.edu).

College and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**HOUSTON COMMUNITY COLLEGE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Cesar Maldonado, Ph.D., P.E.

Title: Chancellor

Date: \_\_\_\_\_

**THE NAME OF THE CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attached:

Exhibit A – Statement of Work

Exhibit B – Price Proposal

**EXHIBIT A**  
**Statement of Work**

**Balance of page intentionally left blank.**

**EXHIBIT B**  
**Price Proposal**

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