

**Houston Community College System
Procurement Operations**



REQUEST FOR PROPOSALS (RFP)

FOR

**LANDSCAPING AND GROUNDS MAINTENANCE
SERVICES**

PROJECT NO. 06-34

REQUEST FOR PROPOSALS

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Proposed/Sample Contract Documents

The resulting contract will include at least the following exhibits:

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HOUSTON COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSALS - SUMMARY

Date: July 17, 2006

Project Title: Landscaping and Ground Maintenance Services

Project No.: 06-34

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Rodney Heath
Title: Senior Buyer
Telephone: (713) 718-5005
Fax: (713) 718-2113
Email:rodney.heath@hccs.edu

Project Overview:

The Houston Community College System (“HCC”) is seeking proposals from qualified firms to Landscaping and Grounds Maintenance Services system-wide.

Pre-Proposal Conference: Mandatory Not mandatory

A pre-proposal conference will be held in the Procurement Operations, 3100 Main Street (11th Floor) Houston, Texas 77002 on **Wednesday, July 28, 2006** at 10:00 a.m. (local time).

Site Visits All Vendors interested in this Project are encouraged to visit the Facilities. To arrange a visit, the Vendor shall contact the College Operations Officer at each campus location for an appointment.

Proposal Due Date/Time: HCC will accept proposals to provide the required Landscaping and Grounds Maintenance Services until 4:00 p.m. (local time) on **Thursday, August 17, 2006**. Proposals will be received in the Procurement Operations, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

Contract Term: The contract term for contract(s) awarded resulting from this solicitation will be one (1) year with two (2) one-year renewal options.

HCC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

HCC reserves the right to accept or reject all or any part of any proposal, waive any technicalities or irregularities in the proposal documents and consider the proposal for award.

This Request for Proposal does not obligate HCC to award a contract or to pay any costs incurred by a proposer in the preparation or submission of a proposal.

INSTRUCTIONS TO PROPOSERS

1. Introduction

HCC is seeking proposals under the negotiated method of procurement from qualified firms interested in providing Landscaping and Grounds Maintenance Services in accordance with the Scope of Services contained in this solicitation (Attachment No. 3).

2. Proposal Submittal

Proposer(s) shall submit one (1) original and seven (7) copies of the technical proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

- Attachment No. 1 Proposal/Award Form
- Attachment No. 4 Determination of Good Faith Effort
- Attachment No. 5 Small Business Unavailability Certificate
- Attachment No. 7 Contractor & First Tier Subcontractor/Supplier Participation Form
- Attachment No. 8 Non-Discrimination Statement
- Attachment No. 9 Certification & Disclosure Statement
- Attachment No. 10 Affidavit Form
- Attachment No. 11 Business Questionnaire
- Attachment No. 12 Assurance of SBDP Goal

The envelope containing a proposal shall be addressed as follows:

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

All proposals shall be submitted to the following address:

Houston Community College System
Procurement Operations
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. 06-34
Attn: Rodney Heath

3. Eligibility for Award

- a. In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.

- b. Responsive proposals are those complying in all material aspects of the solicitation. Proposals, which do not comply with all the terms and, conditions of this solicitation will be rejected as non-responsive.
- c. Responsible proposers as a minimum must:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of the contract.
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
 - Have a satisfactory record of past performance.
 - Have necessary personnel and management capability to perform the contract.
 - Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; signing and submitting the proposal is so certifying.
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum criteria 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.

4. **Preparation of Proposal**

a. **Technical Proposal:**

The technical proposal shall include, as a minimum, the following information:

- **Cover letter:** The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.
- **Project Management and Services:** This section shall include the management and technical approach as well as a description of all services offered by the proposer. Include an organizational chart, which includes “key” staff members and their respective responsibilities for this project. Provide a detailed management plan with defined lines of authority and proposer’s commitment to utilize HCC students in an internship capacity with the firm.
- **Qualifications and Experience of Firm:** This section shall include a description of the firm, including firm’s history, size and professional staff composition. Include a description of the firm’s past and current contracts/assignments, which are related to the type of services, required by this solicitation.

- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed “key” staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified.
- **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business goal specified in this solicitation.

b. Price Proposal:

The price proposal shall be clearly identified as such in the technical proposal documents. (See Attachment No. 2, Schedule of Items and Prices).

5. Evaluation Criteria

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

<u>FACTOR</u>	<u>Percentage Weight</u>
• Project Management and Services:	20%
• Qualifications and Experience of Firm:	30%
• Qualifications and Experience of Personnel:	20%
• Small Business Participation Goal:	10%
• Price Proposal	20%

6. Contract Award

Award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. 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.

7. Postponement of Proposals Due Date/Time

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

8. Oral Presentations

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

9. **Small Business Development Program (SBDP)**

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- b. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- c. For this solicitation, HCC has established (35%) percent of the total amount of the proposal as its goal for Small Business participation.
- d. Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
 - e. To the extent consistent with industry practices, divide the contract work into reasonable lots.
 - f. Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
 - g. Document reasons for rejecting a firm that bids on subcontracting opportunities.
 - h. To ensure compliance with any stated small business participation goal, the
 - i. selected vendor/contractor will be required to meet with the HCC Buyer; and a
 - j. representative of the Economic Development Department at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

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

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

11. **Internship Program**

- a. HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.
- b. For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

12. **Prohibited Communications**

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

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

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

The communications prohibition shall terminate when:

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

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

The communications prohibition shall not apply to the following:

- [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.

13. **Drug Policy**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

14. **TAXES**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1.

15. **Explanation to Proposers**

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

16. **Texas Public Information**

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.) after a contract is awarded

ATTACHMENT NO. 1
HOUSTON COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS

PROPOSAL /CONTRACT AWARD FORM

Project Title: Landscaping and Grounds Maintenance Services
Project No.: 06-34

In compliance with the requirements of this Request for Proposals for Landscaping and Grounds Maintenance Services, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical & Price Proposal dated _____, and as mutually agreed upon by subsequent negotiations, if any.

Receipt of Proposal Amendment(s) The undersigned acknowledges receipt
of the below listed amendment(s).
(List amendment number & date.)

Amendment Number(s)

Date

Name of Proposer (Type or Print)

Business Address (Type or Print, include "zip code")

Signed By (Sign in ink; type or print name and title under signature)

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)
Project No. 06-34

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

HOUSTON COMMUNITY COLLEGE SYSTEM

Executed for and on behalf of the Houston Community
College System pursuant to approval by the Board of Trustees
on _____, 2006

Signed By: _____

Name: Michael Kyme
Title: Executive Director, Procurement Operations

ATTACHMENT NO. 2

SCHEDULE OF ITEMS AND PRICES

For

LANDSCAPING AND GROUNDS MAINTENANCE SERVICES

The Proposer/Contractor shall furnish all resources and services necessary and required to provide Landscaping and Grounds Maintenance Services, in accordance with the specifications, and the general terms and conditions of the proposed contract for the amount(s) listed herein.

SECTION I – Landscaping and Grounds Maintenance

Item No.	Description of Work/Item(s)	Qty.	Unit	Unit Price	Total Proposed Price
001	Landscape and Grounds Maintenance Services for Northeast Campus (Four (4) locations: Northeast Campus, Pinemont, Northline Mall and Automotive Technology Training Center locations)	12	Month	\$_____	\$_____
002	Landscape and Grounds Maintenance Services for Northwest Campus (Three (3) locations: Town & Country, Westgate and Katy Mills locations)	12	Month	\$_____	\$_____
003	Landscape and Grounds Maintenance Services for Southwest Campus (Nine (9) locations: Alief Center, Stafford Campus, Scarcella, Applied Technology, Gulfton, 2811 Hayes Rd., Sienna Plantation, Greenbriar and West Loop Center locations)	12	Month	\$_____	\$_____
004	Landscape and Grounds Maintenance Services for Southeast Campus (Four (4) locations: Morales Buildings, Eastside Annex, and St. Andrews Church and Residence at 2320 Garland)	12	Month	\$_____	\$_____
005	Landscape and Grounds Maintenance Services for Central Campus (Three (3) locations: Central Campus, Willie Gay Hall and Educational Development Center locations)	12	Month	\$_____	\$_____
006	Landscape and Grounds Maintenance Services for Coleman Health Science Center	12	Month	\$_____	\$_____

SCHEDULE OF ITEMS AND PRICES (Cont'd)

007	Landscape and Grounds Maintenance Services for the System (One (1) location: Administration Building and Parking Garage Facility)	12	Month	\$ _____	\$ _____
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Total Proposed Price (Item Nos. 001 – 007): \$ _____

SECTION II – Tractor Mowing of acreage on monthly basis:

<u>LOCATION</u>	<u>LOT SIZE</u>	<u>PRICE PER LOT</u>
1. Willie Gay Hall 1999 W. Airport @ 288	40 acres	\$ _____
2. Northeast Campus 555 Community Drive	66 acres	\$ _____
3. Stafford Campus 10141 @ 288 Cash Road	50 acres	\$ _____
4. Westgate 1550 Fox Lake	27 acres	\$ _____
5. Seinna Plantation	50 acres	\$ _____
6. Alief Center Hayes Rd.	13 acres	\$ _____

Total: \$ _____

SubTotal Price (Sections I & II): \$ _____

SECTION III – Additional Optional Services:

1. Tree addition/replacement services:

A. Labor: _____/hr.

B. Cost of materials: (reimbursable at cost; not to exceed \$10,000.00)

2. Irrigation/sprinkler systems repairs or additions:

A. Labor: _____/hr.

B. Cost of materials: (reimbursable at cost; not to exceed \$10,000.00)

3. Additional Landscaping (bedding, plants etc.):

A. Labor: _____/hr.

B. Cost of materials: (reimbursable at cost; not to exceed \$10,000.00)

ATTACHMENT NO. 3
SCOPE OF SERVICES
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROJECT #06-34

Section I: General Landscape and Grounds Maintenance Services

(To be performed at all HCC Colleges/Facilities)

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

The Contractor Shall:

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

- i. Reduce mowing frequency if a drought period has been determined to exist and such reduction in services is approved by HCCS. The Contractor shall present a revised mowing schedule to the Houston Community College Representative for approval prior to implementing such revised schedule.

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

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

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

Section III - Ground Cover Requirements:

- a. Replace dead or diseased plants.
- b. Fertilize three (3) times a year with complete slow release granular fertilizer, 12-12-6, at the rate of 10 lbs. per 1000 sq. ft. in March, June, and September.

- c. Apply winter rye seed once a year in October at the rate of 10 lbs. per 1000 sq. ft.
- d. Trim all ground cover as necessary to keep borders away from paving lawns, planted areas, and buildings. Trim top growth as necessary to achieve an overall even appearance. Keep free of weeds and debris. Keep free of pests, such as snails, slugs, etc.
- e. Keep all fence lines groomed on both sides.
- f. Keep all ground cover areas cleared of dead leaves each spring or as necessary if severe leaf drops occur.

Section IV - Tree and Shrub Care Requirements

a. **Watering/Irrigation System:**

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

b. **Seasonal Color:**

1. Contractor shall change seasonal colors three (3) times a year in the months of March, June, and November. Design concepts and plant selections shall be approved by HCC prior to installation (see Attachment 3A and 3B for frequency and recommended plant selection).
2. Provide a uniform blend of seasonal color in seasonal planting bed. Provide single selections, but different selections for each container of seasonal planting. Plant selections shall be based upon use of each plant material type listed in the Recommended Annual Plant Bed List – Seasonal Color provided in Attachment 3B.

c. **Pruning:**

1. Prune deciduous trees December through February to promote open framework in head once every other year or as necessary.
2. Prune evergreen trees in the fall and early summer to thin out heads and shape as necessary.
3. Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
4. Prune all shrubs and young trees as required by thinning and shaping as necessary to present a natural appearance. Prune flowering shrubs after blooming. Prune Nandinas in late winter to cut out at ground tallest canes to promote fullness. Prune Photinias and Viburnums heavily in March and light prune and shape throughout the rest of the year.

d. Weeding:

1. Keep basins and areas between plants free of weeds.
2. Use herbicides per manufacturers' recommendations.
3. Cultivate as necessary for aeration.
4. Weed ground cover areas.

e. Staking and Guying:

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

f. Plant Replacements:

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

g. Mulch Control:

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

h. Fertilizing:

1. Fertilize Gardenias after flowering with a fertilizer blended for Gardenias, Azaleas and Camellias. Fertilize Sweet Olives and Viburnums in early spring after flowering with balanced fertilizer.
2. Fertilize shrubs and ground cover areas with ½ cup of granular 14-7-14 fertilizer per each foot of shrub height. Trees shall be fertilized per standard perforation method with 3 feet holes on center inside drip line. Tree fertilizer will be Doggetts 30-3-7 with micro nutrients.

i. Tree Saucers

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

j. Tree Replacement and/or Additions:

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

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

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

Section V – Lawn Care Requirements:

a. Watering:

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

b. Mowing and Edging:

1. Maintain turf areas at a 2-inch level above soil level, being careful not to remove more than one-third of the turf blade at any given mowing frequency. Edging shall be performed along all sidewalks, walk areas, walking tracks, detention pond, curbs and fencelines. Areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences shall be performed with monofilament trimmers only. All turf and edge clipping shall be removed by the Contractor.
2. During periods of cool weather, mow at 1-1/2 inches. During hot weather, the cut shall be not lower than 2 in. from the soil. Do not scalp the lawn or cut more than one half the existing top-growth in one mowing. Remove or catch the clippings. Do not allow clippings to remain on lawn surface more than four hours. For newly seeded turf areas, mow in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A), when soil is firm enough to support equipment without making ruts.

c. Weeding:

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

- d. Fertilizing:
 - 1. Fertilize lawn areas in spring, summer, and lightly in fall with a balanced slow release nitrogen fertilizer, 1 lb. available nitrogen per 100 sq. ft. to accommodate the needs of the site. (see Attachment 3A)
 - 2. Apply Winter Rye in the month of October each year to the 44 acres.
- e. Weeding
 - 1. Weeds include, but are not limited to, Johnson-Grass, Nut Grass, and Poison Ivy.
 - 2. Spray only foliage of grass to be eradicated, as this spray will kill any plant that it contacts. Areas to be sprayed shall be approved by HCC. Application rate shall be as recommended by the manufacturer.
 - 3. Apply pre-emergent weed killer in accordance with manufacturer's recommendation and in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A).

Section VI – Irrigation System (Repairs and/or Maintenance)

- a. The Contractor shall:
 - 1. Repair and/or replace any equipment damaged at no cost.
 - 2. Keep heads and lines flushed clear and system working properly.
 - 3. Check clock settings, clock operation, head elevation/coverage valve function and vacuum breaker.
 - 4. Test and certify pressure vacuum breaker.
 - 5. Maintain detention pond basin.
- b. Contractor may be required to install, operate, and/or repair irrigation systems at various Houston Community College facilities. A **licensed irrigator** shall inspect all irrigation systems installation work as well as inspect all existing irrigation systems on a monthly basis

Section VII - Insect and Disease Control requirements:

- a. Trees:
 - 1. Spray deciduous, trees with dormant oil and fungicide after leaf drop and just prior to leaf break.

2. Spray evergreen trees, deciduous trees in leaf, and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

b. Herbicide:

1. Distribute pre-emergence herbicides in February and September.
2. Distribute post-emergence herbicides in March and August.

c. Turf Areas:

1. Monitor all turf areas. In the event of insect or disease infestation, the contractor shall recommend chemical control measures to the HCCS Representative.
2. Treat fire ant manifestations when observed during the performance of landscape maintenance tasks as a routine service.
3. Remove contaminated materials from the site as identified and mutually agreed upon by the Contractor and the College Representative, and dispose of in a proper and safe manner.

d. Weed Control:

1. Insects: Control insects with applications of insecticides at the manufacturer's recommended rate.
2. Diseases: Where they first appear, spray for diseases with a commercial chemical, in accordance with the manufacturer's recommendations.

e. Detention Pond:

Herbicides shall be used three (3) times a year (See Attachment 3A, Maintenance Frequency Schedule) to control weeds, cattails, etc. in basin.

Section VIII - Clean-up Requirements:

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

a. Sidewalks and Driveways:

1. Keep sidewalks and driveways free of trash, leaves, etc., by sweeping, hosing, or vacuuming as necessary.

2. Spray walkway sidewalks, driveways, expansion joints and bumper stops with contact herbicide to eliminate weed growth in and around the areas without damaging surrounding turf and/or plant materials. Use safety precautions during applications.
- b. Remove branches or other debris from planting areas **weekly**.
 - c. Landscape clean up, removal of trash (including cigarette butts) and by-products of maintenance in landscape areas including the courtyard space and along the lawn areas of the perimeter walk for both sites.
 - d. Leaves, papers, grass clippings, cigarette butts or other debris shall be removed in accordance with the Annual Maintenance Frequency Schedule (Attachment No. 3A), as noted under Litter Pickup.
 - e. Litter pickup shall include all debris and litter occurring within the limits of right-of-way around the lawn areas of the perimeter of the parking garage and the main building.
 - f. Mulch beds and container planters shall be cleaned of all debris and litter. Mulch, which has been scattered outside of mulch bed or has been washed outside of mulch bed by rain, shall be removed so that the areas around mulch beds are always clean and neat.

Section IX - Contractor's Equipment

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

- a. Mowers:
 1. Power rotary mowers with bagger attachment shall be used for maintenance of smaller lawn areas. Riding mowers with bagger attachment shall be used for maintenance of extensive lawn areas.
 2. Mulching mowers shall not be used without prior approval of the HCCS Representative.
- b. Edgers: Rigid or flexible steel blade producing a fine clean edge where turf meets walkways, pavements, curbs, headers or buildings
- c. Trimmers: Only monofilament trimmers shall be used for areas to be trimmed.
- d. Fertilizer Spreaders: Cyclone. No visible overlapping of applications will be permitted.
- e. Deep Root Feeder: Ross by Ross Daniels, Incorporated, Des Moines, Iowa 50265,

or approved equal.

- f. Pruning Tools: Maintain in good working order and with sharp cutting edges. Disinfect pruning tools after using them to remove diseased limbs.
- g. Watering Tank: Recommend use of WaterBoy Professional Watering Machines (or approved equal) for watering container plants as they do not have an irrigation system. Use of water hose connected to facility hose bibs is not available for watering of plant materials.

Section X – Stakes and Guys

- a. Tree Staking Materials: Contractor shall use staking materials necessary to meet requirements of specifications, subject to approval. Suggested materials:
 - 1. Tree Stakes: Seven (7) feet long steel T-post weighing 1.33 pounds per foot.
 - 2. Paint for Stakes: Pittsburgh No. 3636 Weimar Gray.
 - 3. Ties: Black rubber 3/4 inch hose with 3/16 inch wall thickness.
 - 4. Tree Guying Material: 12 gauge galvanized annealed wire.
 - 5. Guying Materials: Contractor shall use guying materials necessary to meet the requirements herein. Suggested materials:
 - a. Deadmen: Locust, catalpa, cedar or redwood, one-three-quarter (3/4) inch x four (4) inch galvanized eyebolt centered and secured on side.
 - b. Ground Screw Anchors: "Ground Gripper" by the A.B. Chance Company of Centralia, Missouri 65240, (314) 682-1234 or approved equal.
 - c. Universal ground anchor and cables assembly by Laconia Malleable Iron Company, Laconia, New Hampshire, (603) 524-2340 or approved equal.
 - d. Guying Cable: 1 x 19 aircord, size as specified.
 - e. Turnbuckles: Galvanized or dip-painted, size as specified.
 - f. Cable Clamps: Galvanized or copper, size as required.
 - g. Plastic Guy Covers: Three-eighths (3/8) inch diameter x three (3) feet long white plastic tubing.

Section XI – Products and Materials

a. Fertilizers:

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

b. Herbicides: Granular pre-emergent herbicide used shall be safe to lawn, trees, shrubs, and ground covers. If and when a post-emergent herbicide is provided it must be applied in a manner that will not damage other plant materials that are not weeds. Contractor will be responsible for replacing any damaged plant materials resulting from lack of care during application of post-emergent herbicides.

c. Insecticides and Pesticides: Material shall comply with applicable laws governing their use. If and when insecticides or pesticides are provided, they must be applied in a manner that will not damage other plant material that is not being treated. Primary form of insect and pest management should be organic controls unless determined to be ineffective or impractical. If organic controls cannot be used, chemical controls are to comply with applicable laws governing their use and are to be used in accordance with all labels and instructions. Contractor will be responsible for replacing any damaged plant materials resulting from lack of care during applications of insecticides or pesticides. Contractor's personnel and/or subcontractor personnel must be a **certified applicator** for all chemicals applications licensed by the State of Texas Structural Pest Control Board. Contractor shall provide proof of certification to HCC upon request.

d. Irrigation equipment damaged by the Contractor must be replaced with the original

equipment brand and model.

- e. Mulch stakes shall match existing material. Tree Stakes and Guys shall match existing materials if trees continue to need support.
- f. Landscape Materials: If any damaged or diseased materials need to be replaced, the Contractor shall provide a cost estimate to HCC Representative for approval prior to implementation. Plant materials shall be equivalent in variety, size, and healthy growing condition, subject to the approval of the HCCS College Representative.

Section XII - Chemicals

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

Box 22560, Dallas, Texas 75265. Apply as directed on bag.

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

Section XIII - Tractor Mowing:

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

<u>LOCATION</u>	<u>LOT SIZE</u>
Willie Gay Hall 1999 W. Airport @ 288	75 acres
Northeast Campus 555 Community Drive	66 acres
Stafford Campus 10141 @ 288 Cash Road	50 acres

<u>LOCATION</u>	<u>LOT SIZE</u>
Westgate 1550 Fox Lake	27 acres
Seinna Plantation	50 acres
Alief Center Hayes Rd.	13 acres

Section XIV – Submittals:

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

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

Section XV - Schedule

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

Section XVI – Contractors Performance:

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

Section XVII – Neglect and Vandalism

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

Section XVIII – Guaranty and Replacement

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

ATTACHMENT NO. 3A

MAINTENANCE FREQUENCY SCHEDULE (All Facilities)

PROJECT NO. 06-34

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

Notes:

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

ATTACHMENT NO. 3B

RECOMMENDED ANNUAL PLANT BED LIST - Seasonal Plants

PROJECT NO. 06-34

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

RECOMMENDED ANNUAL PLANT BED LIST – Seasonal Plants (Cont'd)

Myosotis palustris semperflorens	Forget-me-not	QT. TO 1 GAL.	10" o.c.	Nov.	Filtered Sun locations
Primula polyanthus hybrids	Primulas	QT. TO 1 GAL.	8" o.c.	Nov.	Filtered Sun locations, mix of pastels. Check periodically for snails and treat if necessary.
Verbena x hybrida	Verbena	QT. TO 1 GAL.	12" o.c.	Nov.	Full Sun, mix of purple, white, yellow.
Lobularia maritima	Sweet Alyssum	QT. TO 1 GAL.	6" o.c.	Nov.	Full Sun, mix of white, lavender, rose.
Viola 'Universal'	Pansy Universal	QT. TO 1 GAL.	8" o.c.	Nov.	Full Sun, mix of white, lavender, blue.

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

ATTACHMENT NO. 3C

HCC CAMPUS LOCATIONS AND CONTACTS (All Facilities)

PROJECT NO. 06-34

NORTHEAST COLLEGE

Contact Person: Kenny Gates
Project Manager (713) 718-2336

Northeast Campus
Community College Drive
Houston, Texas 77013

Pinemount
1265 Pinemont
Houston, Texas 77018

Northline
401 Northline Mall
Houston, Texas 77022

Automotive Technology Center
4638 Airline
Houston, TX 77022

NORTHEAST COLLEGE

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

Town & Country
1050 West Sam Houston Parkway
Houston, Texas

Katy Mills
25403 Kingsland Blvd
Katy, Texas

Westgate
1550 Fox Lake Drive
Houston, TX

SOUTHWEST COLLEGE

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

Stafford Campus
9910 Cash Road
Stafford, Texas

Scarcella Campus
10141 Cash Road
Stafford, Texas

Greenbriar Annex
1345 Greenbriar
Stafford, Texas

Sienna Plantation
Hwy 6
Houston, Texas

Southwest College (Cont'd)

Applied Technology Center
4010 Bluebonnet
Stafford, Texas

Alief Center
13803 Bissonet
Houston, Texas

2811 Hayes Rd.
Houston, Texas

and

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

Gulfton Center
5407 Gulfton
Houston, Texas

West Loop Center
5601 West Loop South
Houston, Texas

SOUTHEAST COLLEGE

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

Southeast Campus
6815 Rustic
Houston, TX

Annex Bldg.
2524 Garland
Houston, TX

St. Andrews Church
2420 Garland
Houston, TX

Residence
6902 Palmetto
Houston, TX

COLEMAN COLLEGE OF HEALTH SCIENCES

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

Coleman Campus
1900 Pressler Drive
Houston, Texas 77030

CENTRAL CAMPUS

Contact Person: Faybian Pierre
Project Manager (713) 718-2336

Central Campus
1300 Holman
Houston, Texas

Willie Lee Gay
1990 Airport Blvd.
Houston, TX.

Educational Development Center
3214 Austin
Houston, TX.

**SYSTEM ADMINISTRATION BUILDING
AND PARKING GARAGE**

Contact Person: Kenny Gates
Project Manager (713) 718-2336

Administration Building
3100 Main Street
Houston, TX 77002

Parking Garage
3220 Main Street
Houston, TX 77002

**ATTACHMENT NO. 4
PROJECT NO. 06-34**

HOUSTON COMMUNITY COLLEGE SYSTEM

DETERMINATION OF GOOD FAITH EFFORT

Proposer _____

Address _____

Phone _____ Fax Number _____

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

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

- _____ (2) Whether the Proposer divided the work into the reasonable portions in accordance with standard industry practices.

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

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

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

Signature of Proposer

Title

Date

**ATTACHMENT NO. 5
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

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

Of _____, certify that on the date shown below, I contacted the following small
 (Business name) business(es) to obtain a Bid for Materials or Services to be utilized on
 HCC Project No. _____

DATE CONTACTED	SMALL BUSINESS	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 was unable to award a subcontract(s) or supply orders(s) to the small business listed above.

NOTE: This form to be submitted with all Proposer documents for Waiver of small business participation. (See Instructions to Proposers)

Signature: _____
 (Proposer)

**ATTACHMENT NO. 6
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

**Houston Community College System
Economic Development Office
Post Office Box 667517
Houston, Texas 77266-7517**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON'S NAME AND PHONE NO. _____

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

COMPANY MAJORITY OWNERSHIP (Check one in each column)

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

BUSINESS CLASSIFICATION

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

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 7

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION

Bidder/offerer presents the following participants in this solicitation and any resulting Contract. All bidders / offerers, including small businesses bidding as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their bid submissions as subcontractors and/or suppliers.

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____

Address: _____

Telephone/Fax: _____ Date: _____

TOTAL \$ _____

Contractor \$ _____

Subcontractor(s) \$ _____

Supplier (s): \$ _____

ATTACHMENT NO. 8

NON-DISCRIMINATION STATEMENT

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

Name/Title: _____
(Type or Print)

Signature: _____ Date: _____

Company Name: _____
(Type or Print)

Address: _____

Telephone Number: _____

ATTACHMENT NO. 9

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: YES or NO
Have you been convicted of a felony? _____

If a business entity: YES or NO

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Business Entity: _____

Signature of Firm's Authorized Official: _____

State of : _____

sworn to and subscribed before me at _____

this the _____ day of _____, 2006

Notary Public for the State of :

ATTACHMENT NO. 10

STATE AFFIDAVIT

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of : _____

Sworn to and subscribed before me at _____

this the _____ day of _____, 2006.

Notary Public for the State of :

**ATTACHMENT NO. 11
BUSINESS QUESTIONNAIRE**

FIRM NAME: _____

FIRM ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: _____

NAME AND TITLE (Type or Print): _____

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

If yes, please specify: _____

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

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

If yes, list percentage. _____%

Name of Financial Institution _____ Contact Person _____

Title _____

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

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

ATTACHMENT NO. 12

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 FIRST TIER SUBCONTRACTOR PARTICIPATION** form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = 35%

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

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

Signature _____

Title _____ Date of Signing _____

Firm Name _____

Address _____

Telephone Number _____

ATTACHMENT NO. 13 HCCS VENDOR APPLICATION

Houston Community College System (“HCC”) Procurement Operations has developed an online vendor application system. This system 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 HCC. 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 System Procurement Operations website and register as a vendor. The website address to access the vendor registration form is http://216.119.142.201/HCCS/Supplier_Registration_Form.asp

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

**ATTACHMENT NO. 14
INSURANCE REQUIREMENTS**

The following coverage and limits are the minimum limits that the Contractor / Vendor are required to carry during performance of the contract for Landscaping and Grounds Maintenance Services, Project No. 06-34:

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

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

2. Automobile Liability:

Bodily Injury / Property Damage	\$1,000,000. CSL
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3. Workers Compensation:

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

The following endorsements and other stated information are required on the Original Certificate of Insurance:

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Worker's compensation;
- Waiver of Subrogation on all policies;
- The assigned Project No. and/or Purchase Order Number.

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

Note: CSL denotes "Combined Single Limit".

**Houston Community College System
Purchasing Operations**



PROPOSED/SAMPLE CONTRACT DOCUMENTS

FOR

**LANDSCAPING AND GROUNDS MAINTENANCE
SERVICES**

PROJECT NO. 06-34

PROPOSED CONTRACT EXHIBITS

EXHIBIT A PROPOSAL / AWARD FORM

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

EXHIBIT B SCHEDULE OF ITEMS AND PRICES

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

EXHIBIT C SCOPE OF SERVICES

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

EXHIBIT D GENERAL TERMS AND CONDITIONS

Note: (Exhibit D is attached hereto.)

EXHIBIT E CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM

Note: (If applicable, Attachment No.7, of this solicitation may become Exhibit E in the resulting Contract.)

EXHIBIT F SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATE

Note: (A copy of the payment certificate form is attached hereto.)

EXHIBIT G PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED

Note: (A copy of the progress assessment form is attached hereto.)

EXHIBIT H INSURANCE REQUIREMENTS

Note: (A copy of the HCC Insurance Requirements is attached hereto.)

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1. Contract Award

A response to the solicitation is an offer to contract with Houston Community College System (“HCC”) based on the terms and conditions contained therein. Proposals do not become contracts until they are accepted by HCC through issuance of written purchase orders or other duly executed documents.

2. Contract Term

The contract term for contract(s) awarded resulting from this solicitation will be one (1) year with two (2) one-year renewal options. Any contract renewal or extension may be subject to approval by the Board of Trustees.

3. Interpretation, Jurisdiction and Venue

The Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with the contract shall be exclusively in Harris County, Texas.

4. Compliance with Laws

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

5. Taxes

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1.

6. Termination for Convenience

HCC may, at its option and discretion, terminate or reduce the statement of work or other requirements of the contract at any time, without any default on the part of the Contractor, by giving thirty (30) calendar days written notice thereof to the Contractor.

7. **Termination for Default**

HCC may terminate the contract immediately for default, by giving written notice thereof to the Contractor, if the Contractor neglects to execute the work properly; performs in an unsatisfactory manner or fails to perform any provisions of the contract. In the event of termination for default, HCC shall have against the Contractor, all remedies provided by law and equity.

8. **Ethics Conduct**

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

9. **Small Business Development Program (SBDP)**

The Contractor hereby agrees to attain small business participation in the amount of **35%** of the total contract amount. The Contractor agrees to enter into agreements for the Work identified in Attachment No. 7, entitled Contractor and First Tier Subcontractor/Supplier Participation. The subcontracting goal applies to all vendors regardless of their status. The Contractor's failure to comply with the aforementioned small business participation provisions may result in:

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

10. **Changes**

HCC shall have the right, at any time, to make changes within the scope of the contract. If such change causes a material increase in the Contractor's cost and/or the time for performance, the Contractor shall so notify HCC in writing within ten (10) calendar days from the date of the contractor's receipt of the notice of change, and an equitable adjustment in the price and/or the time of performance shall be mutually agreed upon between the parties. No such change shall be effective in the absence of express written direction of HCC.

11. **Insurance Requirements**

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

12. Indemnification

The Contractor shall hold HCC, its agents, employees, trustees and other officers harmless from any claim or liability asserted against it by reason of the negligence of the Contractor, its agents, servants and employees in the performance of the Contract.

13. Independent Contractor

It is agreed and understood that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform the services required by the contract shall be deemed to be Contractor's employees or independent subcontractors; that Contractor's employees shall be paid by the Contractor; that Contractor and its employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by State and Federal law.

14. Assignment

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

15. Notices

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

Houston Community College System:
Procurement Operations (11th Floor)
3100 Main Street
Houston, Texas 77002
ATTN: Michael Kyme,
Executive Director of Procurement

Contractor:

ATTN: _____

16. Invoicing and Payment

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

Houston Community College System
Accounts Payable
P.O. Box 667460
Houston, Texas 77266-7460
Reference Project No. 06-34 and Purchase Order No(s)._____

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

17. Drug Policy

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, Dispensation, or use of illegal drugs or alcohol by the Contractor or its employees while on HCC's premises is strictly prohibited. Any violation of this provision by the Contractor or its employees will be considered a breach of contract by the Contractor.

18. Entire Agreement

This Contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter. This Agreement may not be amended or modified, except by mutual written agreement.

EXHIBIT E

CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION

Bidder/offerer presents the following participants in this solicitation and any resulting Contract. All bidders / offerers, including small businesses bidding as prime contractors, are required to demonstrate good faith efforts to include eligible small businesses in their bid submissions as subcontractors and/or suppliers.

CONTRACTOR	Type of Work to be Performed or Materials Supplied	Indicate if Small Business, DBE, HUB, MBE, etc.	Percentage of Contract Effort	Price
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUBCONTRACTORS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
SUPPLIERS				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				
Business Name:				
Business Address:				
Telephone No. :				
Contact Person:				

Submitted by: _____ Business Name: _____
 Address: _____
 Telephone/Fax: _____ Date: _____

TOTAL \$ _____
 Contractor \$ _____
 Subcontractor(s) \$ _____
 Supplier (s): \$ _____

EXHIBIT F

**HOUSTON COMMUNITY COLLEGE SYSTEM
SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER PAYMENT CERTIFICATION**

Project No. 06-34

(This form is to be completed by the Subcontractor/Subconsultant or Supplier for each payment received from Prime Contractor/Consultant.)

NAME OF FIRM: _____

ADDRESS: _____

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

I hereby certify that the above firm has received payment on _____ from _____ in the amount of \$ _____ as full payment of our invoice dated _____ for work performed or materials provided during _____ under subject Contract/Project No. _____
(Time Period)

(To be signed by Officer of the firm)

Signature _____

Printed or Typed Name _____

Title _____

Please Mail This Form To:
Houston Community College System
Purchasing Department
3100 Main Street, (11th Floor)
Houston, TX 77002
Attn: Georgia Coats, Senior Buyer

EXHIBIT G

**HOUSTON COMMUNITY COLLEGE SYSTEM
PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

Reporting Period: From _____ To _____

Consultant / Contractor _____ Project No. _____

Total Contract Amount (Prime Contractor) \$ _____

Subconsultant / Subcontractor / Supplier (Name)	Total Subcontract Amount	Amount Paid This Period \$ _____	Total Paid to Date \$ _____

I hereby certify that _____ has made timely payments from proceeds of prior payments, and will make payments within five (5) calendar days of receipt of funds now due from HCC to our subcontractors and suppliers in accordance with contractual arrangements with them.
(Prime Contractor)

To be reported monthly:

Name: _____
Signature: _____
Title: _____
Phone: _____
Date: _____

Mail This Form To:
Houston Community College System
Purchasing Department
3100 Main Street, (11th Floor)
Houston, TX 77002
Attn: Georgia Coats, Senior Buyer

EXHIBIT H

INSURANCE REQUIREMENTS

The following coverage and limits are the minimum limits that the Contractor / Vendor are required to carry during performance of the contract for Landscaping and Grounds Maintenance Services, Project No. 06-34:

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

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

2. Automobile Liability:

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

3. Workers Compensation:

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

The following endorsements and other stated information are required on the Original Certificate of Insurance:

- 90 Day Notice of Cancellation;
- Houston Community College System be named as Additional Insured on all policies except the Worker's compensation;
- Waiver of Subrogation on all policies;
- The assigned Project No. and/or Purchase Order Number.

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

Note: CSL denotes "Combined Single Limit".