

**HOUSTON COMMUNITY COLLEGE  
REQUEST FOR PROPOSAL - COMMODITY**

<b>HCC Proposal No.: RFP-C 19-26</b>	<b>Title: Landscaping &amp; Grounds Maintenance Services</b>
<b>Due Date: February 28, 2019 by 2:00pm (local time)</b>	
<b>Issued By:</b> Houston Community College Procurement Operations Department 3100 Main Street, 11 <sup>th</sup> Floor Houston, Texas 77002	<b>Submit Inquiries To:</b> Art Lopez, Sr. Buyer (713) 718-7463 <a href="mailto:Arturo.lopez@hcs.edu">Arturo.lopez@hcs.edu</a>

**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.**

**In determining award, selection will be based on evaluation criteria stated in the Texas Education Code 44.031 (b).**

**1. Instruction**

- 1.1 Complete, sign and return Attachment No. 1, Request for Proposal Form, Attachment No. 2 Proposer Certifications, Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ) and Attachment No. 4 Financial Interests and Potential Conflicts of Interests.
- 1.2 Your proposal and the prices quoted therein must remain firm for acceptance for a period of ninety (90) days.
- 1.3 All items shall be quoted F.O.B. Destination, Full Freight Allowed.
- 1.4 Sealed Proposals shall be delivered to the address noted above by the referenced due date.
- 1.5 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](#).
- 1.6 Specifications
  - (a) Any catalog, brand name or manufacturers' reference used in this request is descriptive only (not restrictive) and is to indicate type and quality desired. Proposals of like nature and quality will be considered unless advertised as a Brand Name Only Specification.
  - (b) If proposing other than the brand names or manufacturers referenced product literature and technical data sheets must accompany your proposal response.
- 1.7 If you wish not to propose, please sign and return the attached Request for Proposal form and include the words "No-Proposal," please provide a brief explanation why you chose not to propose.
- 1.8 Please include a copy of your company's W-9.
- 1.9 Please submit the following attachments, including supplemental documents, with your response at the due date stated above:
  - Attachment No. 1, Request for Proposal Form;
  - Attachment No. 2 Proposer Certifications;
  - Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ);
  - Attachment No. 4 Financial Interests and Potential Conflicts of Interests.
  - Exhibit No. 1 Schedule of Items and Prices (attached) and
  - Exhibit No. 2 HCC Sample Form Services Agreement (attached).

**2. Vendor Selection**

Except as provided by the Texas Education Code, Subchapter B, in determining to whom to award a contract, the District shall consider:

1. The purchase price;
2. The reputation of the vendor and of the vendor's good or services;
3. The quality of the vendor's goods or services;

4. The extent to which the goods or services meet with the College's needs;
5. The vendor's past relationship with the College;
6. The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses;
7. The total long-term cost to the College to acquire the vendor's goods or services;
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - a. Has its principal place of business in this state; or
  - b. Employs at least 500 persons in this state; and
9. Any other relevant factor specifically listed in the request for bids or proposals.

This section does not apply to a contract for professional services rendered, including services of an architect, attorney, certified public accountant, engineer, or fiscal agent. The District may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, *Government Code*, in lieu of the methods.

### **3. General Information**

- 3.1 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.
- 3.2 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 3.9 - Prohibited Communications and Political Contributions.
- 3.3 Award Approval – this Procurement, any award under this procurement, and the resulting purchase order/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 formal Request for Proposal 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 HCC has issued a legally binding purchase order/contract, which includes, without limitation, the terms required by HCC as set forth in this Request for Proposal.
- 3.4 HCC Contact – any questions or concerns regarding this Request for Proposal shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposers restrict all contact and questions regarding this Request for Proposal 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.

- 3.5 Inquiries and Interpretations – responses to inquiries, which directly affect an interpretation or change to this Request for Proposal, will be issued in writing by addendum (amendment) and all addenda will be posted on the [HCC Procurement Website](#). All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the Request for Proposal, 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 Request for Proposal Form.

- 3.6 Contract Award – award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposal received, without discussion of such proposers. 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 for award.

3.7 Postponement of Proposals Due Date/Time – notwithstanding the date/time for receipt of proposal established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCCs discretion.

3.8 Internship Program – HCC is expanding its student internship program. All proposers are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for the items required under this solicitation. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected proposer 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 and Job Placement Services at 713-718-6485.

3.9 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.

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.

3.10 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 proposers or contractors while on HCC's premises is strictly prohibited.

3.11 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 proposer 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 proposer employees. The purchase order/contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

3.12 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.

3.13 Appropriated Funds – the purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting purchase order/contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting purchase order/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 purchase order/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. HCCs fiscal year begins on September 1 and ends on August 31.

3.14 Conflict of Interest – if a firm, bidder, 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. 3, Conflict of Interest Questionnaire Form, and Attachment No. 4, Financial Interest and Potential Conflict of Interests with the proposal package. HCC

expects the selected proposer 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. 3 and Attachment No. 4 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.

3.15 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.

3.16 No Third Party Rights – the resulting purchase order/contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Purchase Order/Contract shall create or be deemed to create a relationship between the Parties to this Purchase Order/Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

3.17 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 proposer’s submittal, in writing, of a reason acceptable to HCC.

3.18 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.

3.19 Indemnification – proposer 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 proposer’s negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Proposer 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.

3.20 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 proposals, 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.

3.21 Invoice – to facilitate payment, invoices for goods or services delivered in accordance with the resulting purchase order/contract 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.

3.22 Cooperative Purchasing Agreement - as permitted under Interlocal 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.

3.23 W9 Form - Proposer shall include a W9 Form with their proposal submission.

#### **4. Obligations and Waivers**

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

**THIS REQUEST DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COST INCURRED BY THE INDIVIDUAL OR COMPANY 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 REQUEST.**

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 REQUEST, AND/OR ANY 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 RECOMMENDATION OF ANY PROPOSAL;

(2) ANY REQUIREMENTS UNDER THIS REQUEST OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A PURCHASE ORDER/CONTRACT, IF ANY.

HCC RESERVES THE RIGHT TO WITHDRAW THIS REQUEST 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.

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**ATTACHMENT NO. 1  
REQUEST FOR PROPOSAL FORM  
RFP-C 19-26 – LANDSCAPING & GROUNDS MAINTENANCE SERVICES**

Date:		HCC Proposal No.: RFP-C 19-26		
Submitted by:		Title:		
Company:		Email:		
Phone:				
Signature:				

**1. General Overview**

Houston Community College (“HCC”) through this Request for Proposal (“RFP”) is seeking proposals for ***Landscaping & Grounds Maintenance Services***. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

**Term**

It is anticipated that the contract term for contract(s) awarded resulting from this request for proposal, if any, will be for one (1) year with option to renew for three (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.

The proposer 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 Request for Proposal 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 proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

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## 2. **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>
Request for Proposal released and posted to HCC's & ESBD's websites	January 29, 2019
Pre-Proposal Meeting (Non-Mandatory) will be held by the Procurement Operations Department at 3100 Main Street (2nd Floor, Seminar Room "A") Houston, Texas 77002	February 12, 2019 at 10:30 a.m. (local time)
Deadline to receive written question/inquiries	February 19, 2019 by 2:00 pm (local time)
Responses to written questions/inquiries (estimated)	February 22, 2019
Proposal Submittal Due Date and Time	February 28, 2019 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	April, 2019

Houston Community College (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 items or combination of items. Although HCC may award one contract as a result of this Request for Proposal, HCC reserves the right to award by line or in the aggregate and/or multiple awards, whichever is in the best interest of the College as a result of this solicitation.

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 Request for Proposal and posted on Procurement Operations web site for your convenience.

### **Pre-Proposal Conference**

A pre-proposal conference will be held at a 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-C. *Please print a copy of the RFP-C 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-C.

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).

### **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 be relieved from responsibility for estimating properly the difficulties or cost to successfully perform the work.

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

**HOUSTON COMMUNITY COLLEGE  
CAMPUS AND AREA MANAGERS**

CAMPUS	ADDRESS (PRIMARY)	CONTACT PERSON	PHONE NUMBER
<b>District</b>			
System (District Bldg.)	3200/3100/3000 Main	Betty Brown	713-718-7577
Warehouse	9424 Fannin	Raymond Bell	713-718-2305
<b>Central College</b>			
Central	1300 Holman	Debra Robinson	713-718-2703
Central		Keffus Falls	713-718-6615
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.	Raul Ortegon	713-718-8007
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
		Ernesto Garza	713-718-7118
Felix Fraga	301 N Drennan St.	Paul Patterson	713-718-2776
<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
Alief Continuing Ed.	13803 Bissonet St.	Readri Epps	713-718-5348

### **3. 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. 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
- g) Other work as defined in the attached schedule

#### **3.1 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 ninety (90) 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 the ninety (90) days 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.

#### **3.2 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:
  - 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 Area Managers.
  - The Contractor shall be required to make-up missed scheduled cycled maintenance due to foul weather conditions.
  - 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 2-4 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.

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.

### **3.3 Damages**

- a) 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.
- b) All such repairs or replacements shall be completed within the following time limits:

- c) Irrigation damage shall be repaired or replaced within 1-2 watering cycles including replacement of damaged sprinkler heads, risers, drip lines and bubblers.
- d) All damage to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.
- e) All repairs or replacements shall be completed in accordance with the following maintenance practices:
  - 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.
  - 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.
  - 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.

### **3.4 Safety Plan**

- a) 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.

### **3.5 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 contact on that day to advise them accordingly.

### 3.6 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:
  - fertilization and aeration
  - turf removal, addition and reseeding
  - micro-nutrients/soil amendments
  - spraying of trees, shrubs or turf
  - aesthetic tree pruning
  - planting bed removals and/or additions
  - other items as determined by the College

### 3.7 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) 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.
- e) 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 may take any of the following actions as listed below.
  - 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.

- 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.
- f) 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.
  - g) Contractor's staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of Contractor's staff.
  - h) 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.
  - i) 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.

### **3.8 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 floor 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.
- 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.

### 3.9 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:

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

### 3.10 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
  - Change seasonal colors three (3) times per year in the months of March, June and November. Design concepts and plant selections shall be approved by each College Chief Operating Officer prior to plant installation.
  - 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, late November, 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.

  - All cuts shall be sufficiently close, flush if possible, to the parent stem.

- All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.
- Limbs are to be lowered to the ground using a method, which prevents damage to remaining limbs.
- Climbing spurs shall not be used.
- Contractor will provide Hazard and Security pruning as needed.
- Remove all new growth on trees up to the appropriate height clearances.
- 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.
- The Contractor shall remove trimmings and all cuttings and debris from the site.
- 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.
- 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.

- Prune deciduous trees in March to develop a strong framework or as necessary.
- Prune evergreen trees in the March to thin out heads and shape as necessary.
- Remove all dead and damaged branches back to point of branching. Paint all cuts over one (1) inch in diameter with tree wax.
- Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.
- Prune flowering shrubs after blooming once per month.
- 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.
- Prune Photinia, Viburnums heavily in March, light prune, and shape monthly thereafter.
- Trim trees to keep them from touching any building.

f) Weeding – Every Visit:

- Keep basins and areas between plants free of weeds.
- Use herbicides per manufacturer's recommendations.
- Cultivate as necessary for aeration.
- Weed ground cover areas, cracks, crevices and all mulch beds.
- 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.



- Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.
- Replace missing or damaged stakes when the tree diameter is less than three inches within 5 days.
- Contractor must stake trees that are not straight and upright and/or require additional support.
- Contractor must stake new trees or recently planted trees not previously staked.
- Tree stakes (at least three per tree) shall not be less than 6 feet in length for five and eight gallon trees.
- Guide wires where required and plant ties are to be pliable, zinc-coated ten-gauge wire.
- Coated wire or hose sections must be used where metal guide wire contacts tree.
- Stakes cannot be closer than 8 inches from trunk.
- 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 two (2) times per year in the months of March 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:
- 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.
  - 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:
- Weed tree saucers and maintain existing size of circumference in a clean and neat condition.
  - Remove top layer mulch; apply mulch to maintain a depth that shall be two (2) inches.
- l) Tree Replacement and Additions:
- With the prior approval of the HCC Director of Maintenance or Designee, remove dead and damaged trees.
  - Supply and plant trees to replace or add new trees with the prior approval of the Director of Maintenance.
  - 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.

- Trimmings, etc. will be removed by the Contractor and disposed of offsite.

### 3.11 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 Area Manager 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:

1. Mowing operation shall be completely performed at each site according to Maintenance Schedule (see Exhibit A).
2. 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.
3. 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.
4. Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs and fence lines.
5. Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations and all fences.
6. Remove all turf and edge clippings each time.
7. For periods of cool weather, mow lawn at one and one-half (1 & 1/2) inches.
8. For periods of hot weather, mow lawn at two (2) inches from the soil.
9. Do not scalp the lawn or cut more than half the existing top-growth in one morning. Remove or catch the clippings immediately.
10. Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.
11. Mow newly seeded turf in accordance with Exhibit A Maintenance Schedule

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

1. All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
2. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined, free of weeds, and grass invasion.

3. 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.
4. 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.
5. All grass-like type weeds, morning glory, or vine-weed types, ragweed, or other underground spreading weed shall be kept under strict control.
6. Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.
7. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.
8. Mechanical edging of turf shall be performed at each site at same frequency as mowing.
9. 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.
10. 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.
11. 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.
12. 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:

1. Fertilize lawn two (2) times per year in February and October. Use a balanced slow release nitrogen fertilizer, 1 lb. available nitrogen per 100 sq. ft.
2. Apply Winter Rye each October per year to provide ground cover during the winter season.
3. Weeds include; hand pull weeds during every visit such as, Johnson Grass, Nut Grass and Poison Ivy.
4. Apply pre-emergent weed killer three (3) times per year in February, May and November and implement safety precautions during applications.
5. 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.
6. Spray weeds in paving cracks two (2) times per month (every other week)
7. 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 and adjacent walls.

D. Watering:

1. Use irrigation system for watering where available.
2. Water two (2) times per week under regular conditions.
3. During the five (5) summer months May through September, increase watering to three (3) times per week.

4. During very hot weather, apply fast watering with fine spray.
5. For shaded areas caused by trees or shrubs, water more frequently.
6. 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 once per year in the month of April 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 the affected plants/turf.

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.

1. Check clock settings, clock operation, head elevation, coverage valve function and vacuum breaker on a monthly basis.
2. Test and certify pressure vacuum breaker on a monthly basis.
3. Maintain detention pond basin.
4. Control irrigation to avoid runoff that may cause erosion or unnecessary waste of water.
5. Automatic irrigation system controllers shall be set to water during the hours between 10:00pm and 6:00am.
6. Make adjustments to sprinkler heads as required to keep over-spray from walls, windows, walkways and roadways.
7. 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.
8. The Contractor shall work in collaboration with HCC's staff in preparing Landscape and Irrigation Systems for Cold Weather and/or Freezing conditions.
9. 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:

1. Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
2. Spray evergreen trees and deciduous trees in leaf and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.

J. Herbicide

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

K. Turf Areas

1. Monitor weekly all turf areas for insect and disease infestation.
2. Treat fire ant infestation routinely.
3. 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

1. 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.
2. Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing, and vacuuming as necessary.
3. Remove branches and other debris from planting areas on a weekly basis.
4. Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape area, courtyard area and along the lawn areas of the perimeter walk for both sides of walkway, parking garage and around buildings.
5. 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

1. Use power rotary mowers with bagger attachment for maintenance of smaller lawn areas.
2. Use riding mowers with bag attachment for maintenance of extensive lawn areas.
3. Mulching mowers are prohibited without the prior approval of the HCC Director of Maintenance.
4. Use rigid or flexible steel blade edger is to produce a fine, clean edge along walkways, pavements, curbs, headers or buildings.
5. Use only monofilament trimmers.
6. Use cyclone fertilizer spreaders. Visible overlapping of applications is prohibited.
7. Maintain pruning tools in good working order with sharp cutting edges. Disinfect pruning tools after use to remove diseased limbs.
8. 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:

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

P. Guying Material:

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

Q. Chemicals

1. 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.

2. The Texas Right to Know Law requires a communication program designed to safeguard the handling of hazardous chemicals through labeling of chemical containers for the hazardous ingredients.
3. The Contractor may use herbicides, insecticides, sterilants and animal traps in compliance with Federal, State and local laws and regulations.
4. 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.
5. HCC retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison or animal trap that HCC deems to be undesirable for any reason.
6. Pesticides used in this contract shall not require a license nor be restricted for use under Texas or Federal law.
7. Pesticides used in this contract shall not carry any State or Federal restrictions.
8. Any products that leave an undesirable residue or odor shall not be used.

R. Chemical Application

Chemical application shall be used in and around 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 will be 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.

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:

1. Pre-Existing Conditions Report within ninety (90) days of contract execution.
2. Safety Data Sheets (SDS) at contract execution and thereafter upon planned utilization of new chemicals not originally listed.
3. Test and certify all Back-Flow Assemblies (preventers) per local code and provide a copy of certification to the HCC Director of Maintenance for each College property within 90 days of contract execution.
4. Immediately upon service completion, meet with the College Campus Representative to inspect the service performance. The College Representative will complete and sign the work ticket. Contractor will submit the work ticket to the HCC Director of Maintenance on a monthly basis
5. Annual Fertilizer Schedule for each facility and by season.
6. Schedule and timeline for tasks specified in Exhibit A Facility Maintenance Frequency Schedule a month in advance to the HCC Director of Maintenance so HCC personnel can be present as necessary.
7. Weekly Maintenance Operations Report for each facility.
8. Monthly Mowing Schedule for each facility.
9. Monthly Contractor recommendation report based on ongoing service assessment for HCC Director of Maintenance to review and make a determination.
10. Damage report submitted immediately upon incident to the HCC Director of Maintenance and punch list identified and implemented.

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.

1. The Contractor shall provide all employees with the same uniform clearly identifying the company and vehicle shall have the company name/logo listed.
2. 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

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

V. Guaranty and Replacement

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

W. Warranty of Services

**Definitions:**

1. **“Acceptance”** as used in this clause, means the act of an authorized representative of HCC’s Facilities Maintenance Director and/or designee by which HCC assumes for itself, approval of specific services, as partial or complete performance of the Contract must be in writing.
2. **“Correction”** as used in this clause, means the elimination of a defect.
3. Notwithstanding inspection and acceptance by HCC or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. HCC shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by HCC. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-

conforming services at no additional cost to HCC, or (2) that HCC does not require correction or re-performance.

4. If the Contractor is required to correct or re-perform, it shall be at no cost to HCC and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, HCC may, by contract, otherwise correct, or replace with similar services and charge to the Contractor the cost occasioned to HCC thereby, or make an equitable adjustment in the Contract price.
5. If HCC does not require correction or re-performance, HCC shall make an equitable adjustment in the contract price.

X. 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.

Y. 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.

**3.12 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.

**3.13 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's 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)*

DESCRIPTION	ESTIMATED NO.OF	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	6	Every other month
Prune Trees	1	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 beds	3	March, June and November
Trim lower limbs at 8 ft. and below	2	March and September
Aerate lawns	1	April
Switch out seasonal color (1st Week).	3	March, June and November
Mulching	2	March and November
Fertilize lawn	2	February and November
Fertilize Shrubs	2	February and August
Fertilize Trees	1	February
Fertilize seasonal color	3	March, June and November
Inspections (irrigation system)	12	Once per month
Lawn pre-emergent	3	February, May and November
Winter rye application	1	October
Detention ponds	3	March, June and November
Large tree trimming (Oak, Etc.)	1	June

*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

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:*

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

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#### **4. Service Locations & Mapping**

##### **Campus Mapping**

The link below provides a listing of all campus locations.

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

#### **SERVICE AREA 1 (under contract inserted here for reference)**

**Service Area No. 1 is comprised of the Central College** campuses/locations combined geographically to include the following campuses/locations:

The perimeter of each building, parking lot, parking garage, structure and access roads to building.

#### **SERVICE AREA 2**

**Service Area No. 2 is comprised of Southeast College** campuses/locations combined geographically to include the following campuses/locations:

The perimeter of each building, parking lot, parking garage, structure and access roads to building.

**1. Eastside Campus - 6815 Rustic Dr., Houston, Texas 77087**

The Eastside Campus consist of the following buildings below:

- Felix Morales Building
- Angela Morales Building
- Learning Hub Building
- Work Force Building
- Workforce II Building
- Student Center Building
- Parking Garage

**2. Wood Ridge Plaza - 6969 Gulf Freeway, Houston, Texas 77087**

The **Wood Ridge Plaza** campus is a commercial retail shopping center – a strip mall

**\*This consist of a commercial retail shopping strip center**

**3. Felix Fraga Campus - 301 North Drennan, Houston, Texas 77003**

The Felix Fraga Campus consist of the following buildings below:

- Felix Fraga Building
- STEM - Workforce Building (to include areas across the street in front of building and parking lot)

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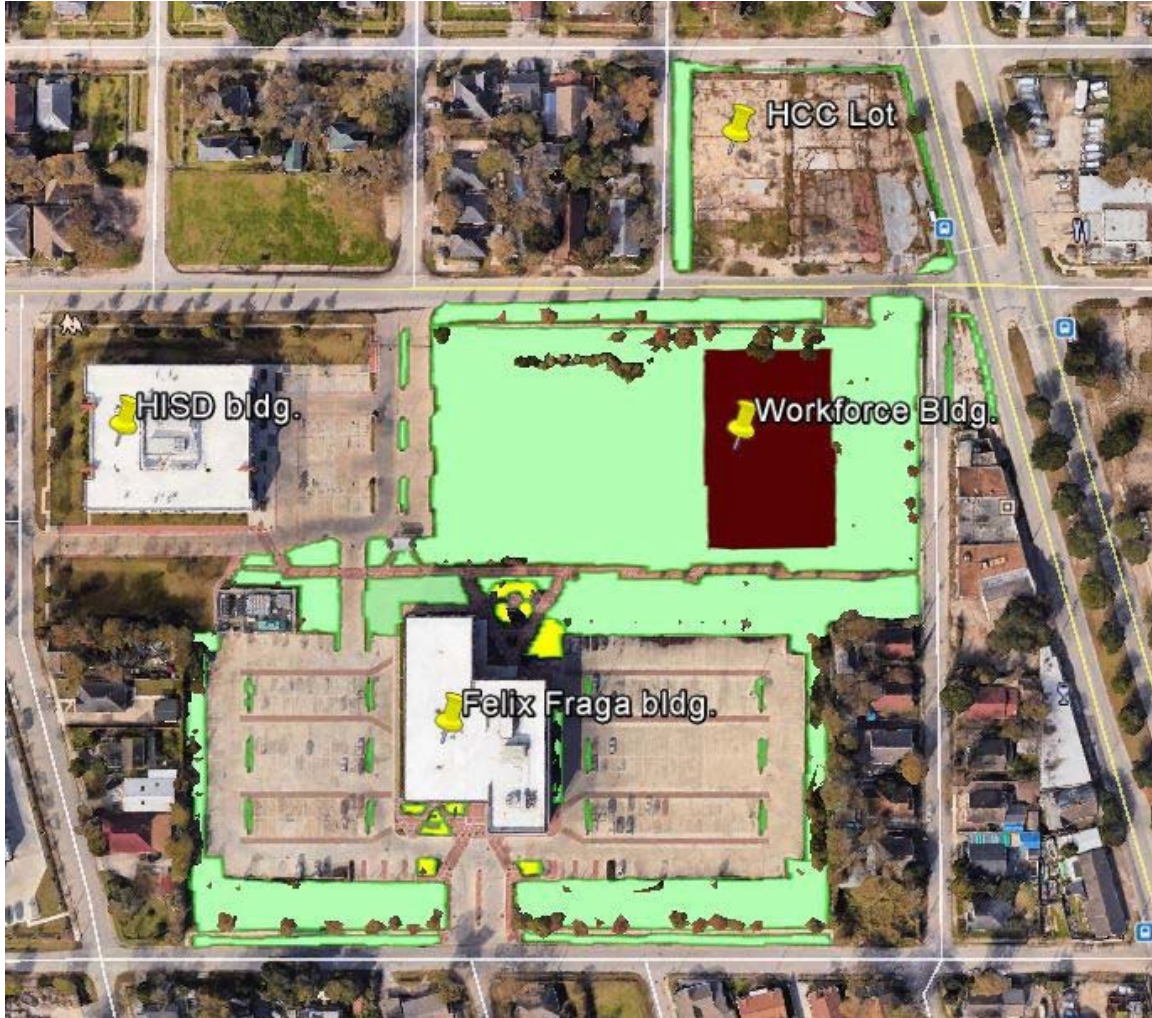
**SERVICE AREA 2**  
**Southeast Campus Map**



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

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## Felix Fraga Campus Map



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

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## SERVICE AREA 3

**Service Area No. 3 is comprised of Central South Campus, Southwest College and District Warehouse** campuses and locations combined geographically and include the following campuses/locations:

The perimeter of each building, parking lot, parking garage, structure and access roads to building.

**1. Central South Campus - 1990 Airport Blvd., Houston, Texas 77051**

The Central South Campus consist of the following buildings below:

- Willie Lee Gay Hall Building
- Workforce Building

**2. West Loop Campus - 5601 West Loop South, Houston, Texas 77081**

The West Loop Campus consist of the following buildings below:

- West Loop Building
- Parking Garage
- Methodist Building

**3. Gulfton Campus – 5407 Gulfton Drive, Houston, Texas 77081**

The Gulfton Campus consist of the following building below:

- Gulfton Building

**4. Brays Oaks Campus - 8855 West Bellfort Street, Houston, Texas 77031**

The Brays Oaks Campus consist of the following building below:

- Brays Oaks Building

**5. Warehouse Locations 9424 Fannin Street, Houston, Texas 77045**

The Brays Oaks Campus consist of the following building below:

- Fannin Warehouse - 9424 Fannin Street, Houston, Texas 77045

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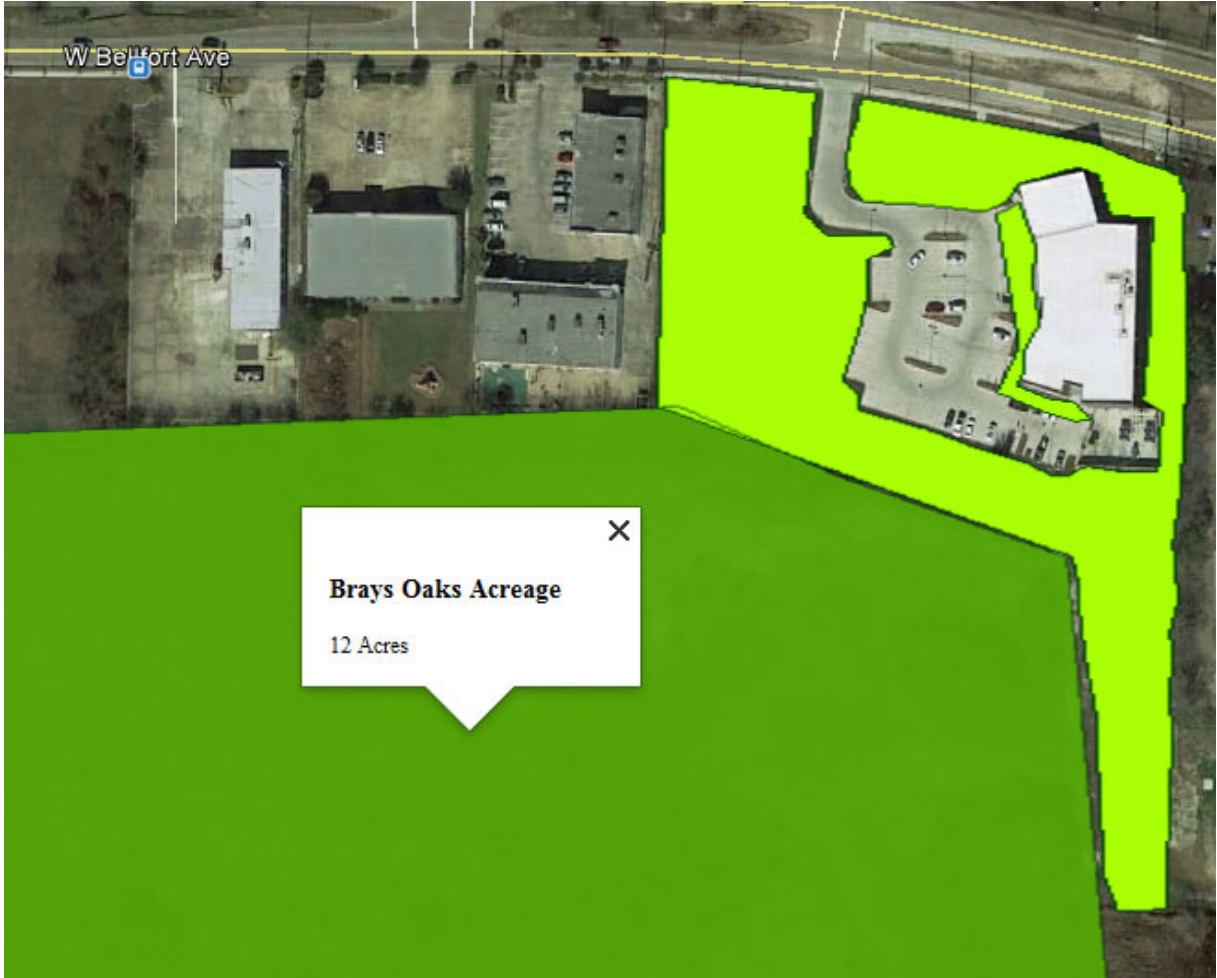
**Service Area 3  
South Campus**



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

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**Service Area 3  
Brays Oaks Campus**



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

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**Service Area 3  
West Loop Campus**



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

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**Service Area 3  
Gulfton Campus**



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

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**Warehouse Location  
Fannin Warehouse**



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

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## SERVICE AREA 4

**Service Area No. 4 is comprised of Northline Campus, Automotive Tech Campus, Northeast Campus, North Forest Campus, and Acres Homes Campus:** campuses and locations combined geographically and include the following campuses/locations:

The perimeter of each building, parking lot, parking garage, structure and access roads to building.

**1. Northline Campus - 8001 Fulton St., Houston, Texas 77022**

The Northline Campus consist of the following buildings below:

- Northline Building
- Workforce Building
- Parking Garage
- Parking Lots (includes parking lots on Lyerly St.)

**2. Automotive Tech Campus - 4638 Airline Dr., Houston, Texas 77022**

The Automotive Tech Campus consist of the following building below:

- Automotive Tech., Training Ctr. A & B

**3. Northeast Campus - 555 Community College Dr., Houston, Texas 77013**

The Northeast Campus consist of the following buildings below:

- Codwell Hall
- Public Safety Building
- Public Safety Fire Training Facility
- Roland Smith Building
- Learning HUB
- Science & Tech Building
- Workforce Building

**4. North Forest Campus - 6010 Little York, Houston, Texas 77016**

The North Forest Campus consist of the following buildings below:

- North Forest Building
- Work Force Building
- Automotive Building
- Academic Building

**5. Acres Homes Campus - 630 West Little York Road, Houston, Texas 77091**

The Acres Homes Campus consist of the following building below:

- Acres Homes Building

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**Service Area No. 4  
Northline Campus**



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

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**Service Area 4  
Automotive Tech Campus**



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

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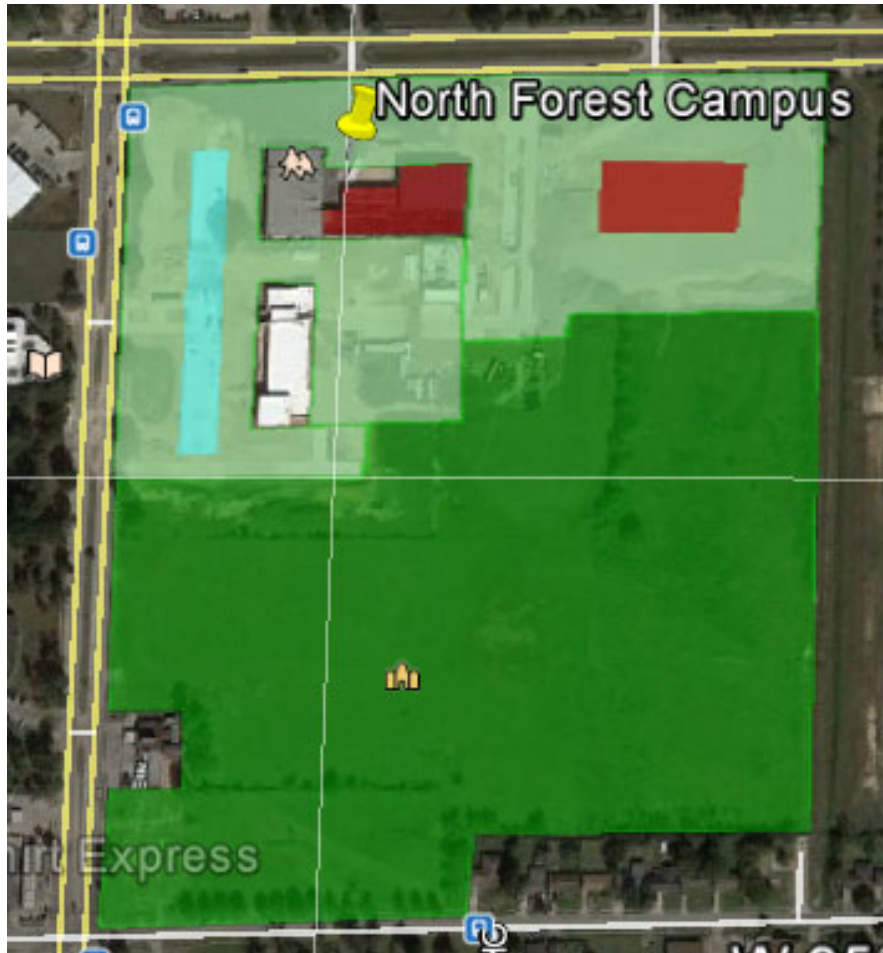
**AREA 4 – Northeast College  
Northeast Campus**



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

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**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 buildings. Image and square footage totals may not depict all landscape, site visits for field verification is highly encouraged for every location.*

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**Service Area 4  
Acres Homes Campus**



*Service to include all landscape around the buildings, parking lots, parking garages and structures, image and square footage totals may not depict all landscape, site visits for field verification is highly encouraged at every location.*

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## SERVICE AREA 5

**Service Area No. 5 is comprised of Northwest College campuses and locations that are combined geographically and include the campuses/locations as described below:**

The perimeter of each building, parking lot, parking garage, structure and access roads to building.

**1. Spring Branch Campus - 1010 West Sam Houston Pkwy., Houston, TX 77043**

The Spring Branch Campus consist of the following buildings below:

- Spring Branch Main Building
- Science Hall
- Performing Arts Center

**2. Hayes Road Campus - 2811 Hayes Rd., Houston, TX 77082**

The Hayes Road Campus consist of the following buildings below:

- Hayes Rd. Main Building
- West Houston Institute
- Parking Garage

**3. Katy Campus - 1550 Fox Lake Dr., Houston, TX 77084**

The Katy Campus consist of the following building below:

- Katy Campus Building (*to include acreage mow area, see note below*)

***\*NOTE: A SINGLE MOWING OR CUT MUST BE MADE AROUND THE PERIMETER OF THE ACREAGE OR TRACTOR MOWING AREA (see diagram)***

**4. Katy Mills Campus - 25403 Kingsland Blvd., Katy, TX 77450**

The Katy Mills Campus consist of the following building below:

- Katy Mills Campus Building

**5. Alief Center - 13803 Bissonnet St., Houston, TX 77072**

The Alief Center consist of the following buildings below:

- Alief Center Main Building
- Workforce Building

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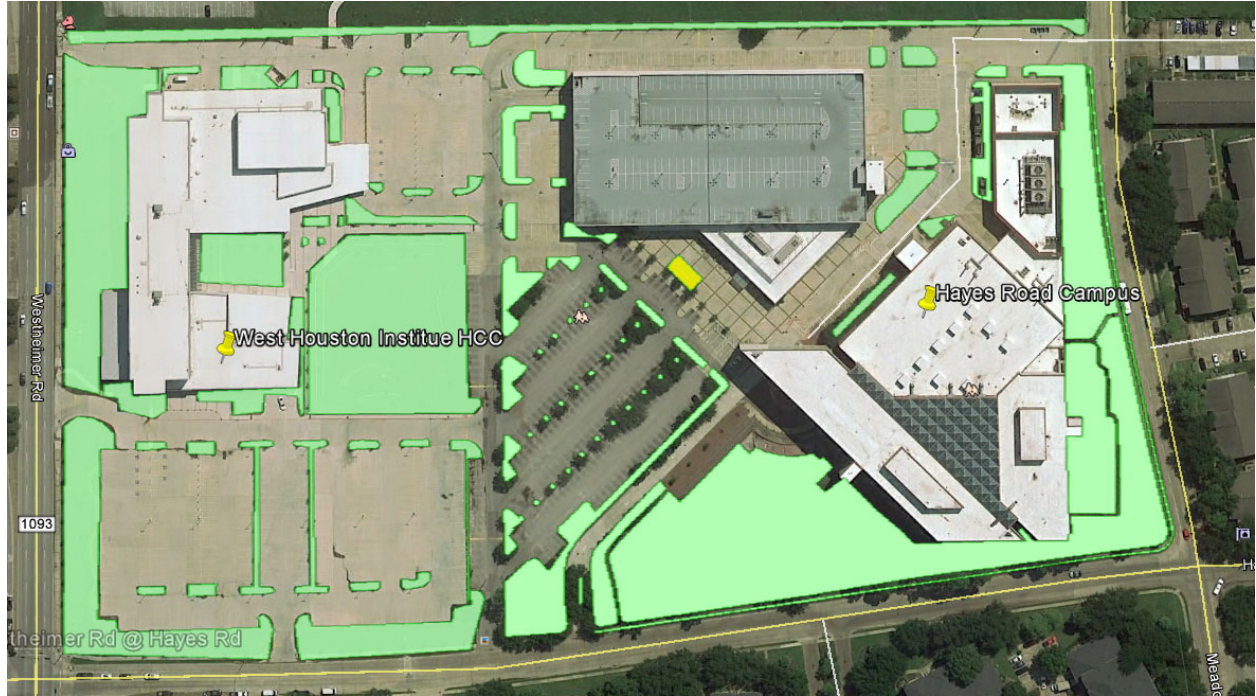
**Service Area 5  
Spring Branch Campus**



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

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**Service Area 5  
Hayes Road Campus**



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

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**Service Area 5  
Katy Campus**



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

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**Service Area 5  
Katy Mills Campus**



*Service to include all landscape around the buildings, parking lots, parking garages and structures, image and square footage totals may not depict all landscape, site visits for field verification is highly encouraged at every location.*

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**Service Area 5  
Alief Center Campus**



*Service to include all landscape around the buildings, parking lots, parking garages and structures, image and square footage totals may not depict all landscape, site visits for field verification is highly encouraged at every location.*

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## SERVICE AREA 6

Service Area No. Six (SA6) is comprised of Southwest College campuses and locations combined geographically and include the campuses/locations as described below:

The perimeter of each building, parking lot, parking garage, structure and access roads to building.

**1. Stafford Campus - 10041 Cash Rd., Stafford, TX. 77477**

The Stafford Campus consist of the following buildings below:

- Scarcella Science and Technology Ctr.
- Fine Arts Building
- Soccer Field
- Learning HUB
- Workforce Building (13622 Stafford Rd.)

**2. Missouri City Campus - 1600 Texas Pkwy., Missouri City, TX. 77489**

The Missouri City Campus consist of the following building below:

- Missouri City Campus Building

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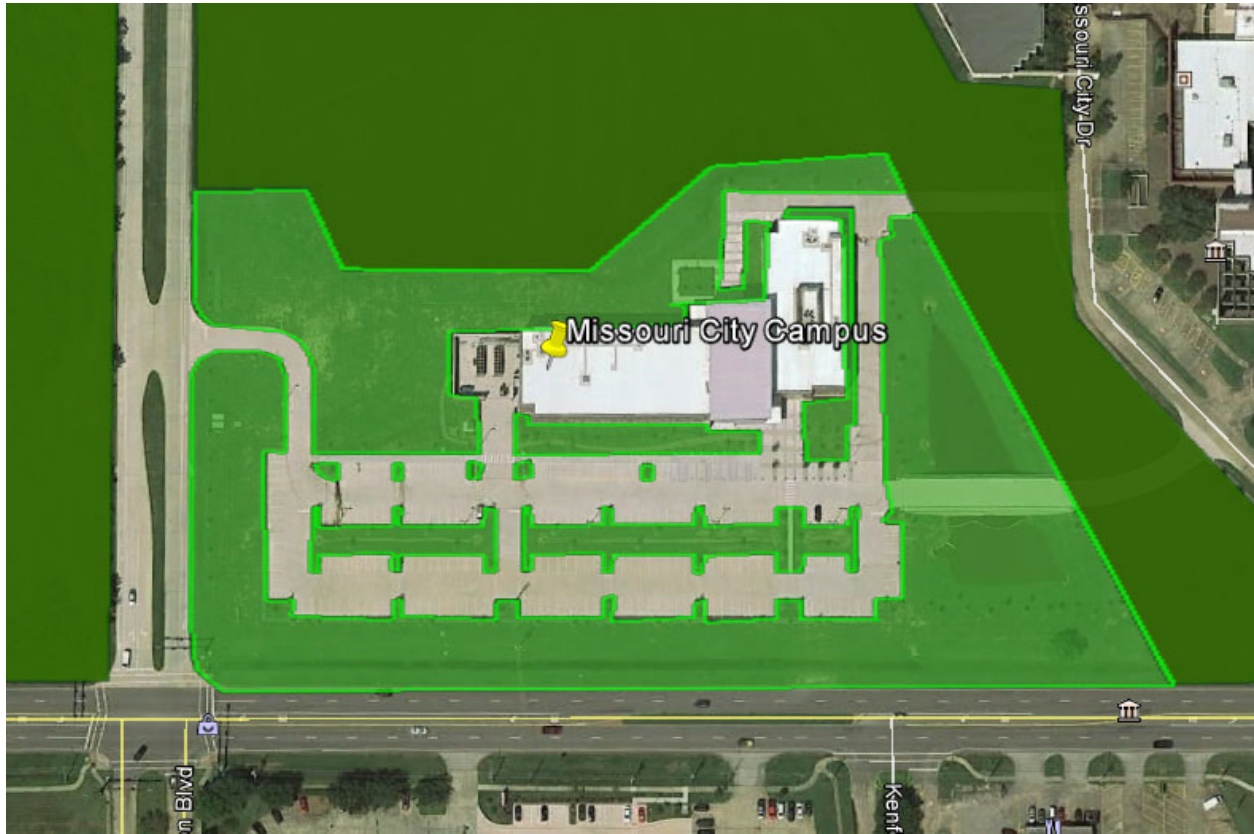
Service Area 6  
Stafford Campus



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

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**Service Area 6  
Missouri City Campus**



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

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**Section 5. Pricing:**

Please complete the price table and provide detailed responses to all items being responded to. See the attached Exhibit 1 – Schedule of Items & Prices Worksheet.

Houston Community College (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 items or combination of items. Although HCC may award one contract as a result of this Request for Proposal, HCC reserves the right to award by line or in the aggregate and/or multiple awards, whichever is in the best interest of the College as a result of this solicitation.

**1. Instructions**

Proposer must complete this section in its entirety, and submit this form, as well as, the spreadsheet Titled: SCHEDULE OF ITEMS AND PRICES WORKSHEET in a separate sealed envelope and label it “Proposed Price”.

Please provide a Total Proposed Price reflecting all project costs to successfully complete the project. Work requirements will be specified in individual purchase orders issued by Houston Community College.

**2. Total Cost**

I have received and thoroughly examined the specifications and work schedule and have visited and examined the work sites. I have also received and considered all solicitation amendments as posted on the solicitation website and have included those provisions in my Proposal.

I understand the work to be done as provided in the Scope of Services and specifications. I further understand that the work is subject to the review and approval of Houston Community College System and submit the following Proposal.

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

	<b>SERVICE AREA TOTALS</b>
<b>Service Area “2” Total:</b>	<b>\$</b>
<b>Service Area “3” Total:</b>	<b>\$</b>
<b>Service Area “4” Total:</b>	<b>\$</b>
<b>Service Area “5” Total:</b>	<b>\$</b>
<b>Service Area “6” Total:</b>	<b>\$</b>
<b>Annual Grand Total:</b>	<b>\$</b>

Houston Community College (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, whichever is in the best interest of the College as a result of this solicitation.

**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. 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:	

**4. 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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**5. Additional Requirements**

6.1 If the offer being made is under any existing cooperative contract please specify the Cooperative Contract Name & Number: \_\_\_\_\_

6.2 Proposer accepts payment using a purchasing card (MasterCard) at no additional fee:

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

1.3 Proposer accept a site visit to inspect the items being proposed: Yes \_\_\_\_\_ No \_\_\_\_\_.

**6. Discount for Prompt Payment**

Net 10 Calendar days \_\_\_\_\_%      Net 20 Calendar days \_\_\_\_\_%

**7. Delivery of Invoices**

All invoices shall referenced the governing Purchase Order (PO) number and be sent to the following location via email to [accounts.payable@hccs.edu](mailto:accounts.payable@hccs.edu)

**8. Certification**

By submitting this Request for Proposal response, the above named individual certifies that the individual/company is not ineligible to receive a purchase order/contract per the terms and requirements set forth per [HCC General Terms and Conditions](#) or for any other reason. Further, the above named individual certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Request for Proposal.

**9. 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 certified 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.

A list of HCC recognized SBE Certifications may be found at <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>

**10. Certificate of Insurance Information**

Parties making deliveries to or performing services at the HCC sites, must carry public liability, property damage and Worker Compensation insurance with carriers authorized to provide such insurance under the laws of the State of Texas. Minimum requirements:

- (a) Commercial General Liability- \$1,000,000.00 bodily injury and \$1,000,000.00 property damage;
- (b) Automobile Liability - \$1,000,000.00 bodily injury and \$1,000,000 property damage,
- (c) Worker Compensation insurance - \$1,000,000.00.

Upon request from the College, the successful bidder shall provide the College with a certificate of insurance, naming the Houston Community College as certificate holder.



Respondent must provide proof of insurance for any liability resulting from the student's actions (i.e. injury to, or damage to property of, a third party).

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**ATTACHMENT NO. 2  
PROPOSER CERTIFICATIONS**

**RFP-C 19-26 – LANDSCAPING & GROUNDS MAINTENANCE SERVICES – AREA NOS. 2 THRU 6**

**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 Proposer shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through 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 Proposer, 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 Proposer 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 ACKNOWLEDMENT:**

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, 2018, successful proposers awarded contracts that are requires an action or vote by the governing body of the entity or agency or has a value of at least one million (\$1million) 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\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.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 proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal.

**15. DELINQUENT FRANCHISE TAXES  
CERTIFICATION**

As required by §2252.903, Government Code, proposer'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 \_\_\_\_\_, 2019.

\_\_\_\_\_

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



**EXHIBIT 2 - TO ATTACHMENT NO. 2**  
**PROHIBITED CONTRACTS/PURCHASES**  
**RFP-C 19-26 – LANDSCAPING & GROUNDS MAINTENANCE SERVICES**

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. 4**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**  
**RFP-C 19-26 – LANDSCAPING & GROUNDS MAINTENANCE SERVICES**

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 Systemwide 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 \_\_\_\_\_

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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 \_\_\_\_\_

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**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 \_\_\_\_\_

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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 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

This disclosure is submitted on behalf of:

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

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

Official authorized to sign on behalf of vendor:

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

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

**"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER 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 \_\_\_\_\_, 2019.

\_\_\_\_\_

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

**EXHIBIT NO. 1**

**RFP-C 19-26**

**LANDSCAPING & GROUNDS MAINTENANCE SERVICES**

**SCHEDULE OF ITEMS AND PRICES**

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

**EXHIBIT NO. 2**  
**RFP-C 19-26**  
**LANDSCAPING & GROUNDS MAINTENANCE SERVICES**

**HCC SAMPLE FORM SERVICES AGREEMENT**

**(Provided as Separate Exhibit 2 to RFP-C)**