

**Houston Community College System  
Procurement Operations**



**HOUSTON COMMUNITY COLLEGE SYSTEM**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**INTERIOR PLANT INSTALLATION AND SERVICES**

**PROJECT NO. 06-11**

# REQUEST FOR PROPOSALS

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**HOUSTON COMMUNITY COLLEGE SYSTEM**

**REQUEST FOR PROPOSALS - SUMMARY**

**Date:** May 22, 2006

**Project Title:** Interior Plant Installation and Services

**Project No.:** 06-11

-----  
**ISSUED BY:**

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

**SUBMIT INQUIRES TO:**

Name: Georgia Coats  
Title: Senior Buyer  
Telephone: (713) 718-5004  
Fax: (713) 718-2113  
Email: Georgia.coats@hccs.edu  
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**Project Overview:**

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

**Contract Approval:** This procurement is subject to approval by the HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or his designee.

**Pre-Proposal Conference:** A pre-proposal conference will be held in the Purchasing Department, 3100 Main Street (11<sup>th</sup> Floor) Houston, Texas 77002 on May 30, 2006 at 2:00 p.m. (local time).

**Proposal Due Date/Time:** HCC will accept proposals to provide the required Interior Plant Installation and Services until 4:00 p.m. (local time) on June 26, 2006. Proposals will be received in the Purchasing Department, 3100 South Main Street (11<sup>th</sup> Floor, Room #11A06), Houston, Texas 77002 between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

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

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

HCC reserves the right to accept or reject all or any part of any proposal, waive minor informalities and award contracts to best serve its interests.

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

## **INSTRUCTIONS TO PROPOSERS**

1. **Introduction**

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

2. **Proposal Submittal**

Proposer(s) shall submit one (1) original and six (6) copies of the technical proposal to the address shown below by the date and time specified in this solicitation. In addition to the technical and price proposal, each proposer must complete and return the following documents, if appropriate:

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

The envelope containing a proposal shall be addressed as follows:

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

All proposals responding to this solicitation shall be submitted to the following address:

Houston Community College System  
Purchasing Department  
3100 Main Street (11th Floor)  
Houston, Texas 77002  
Ref: Project No. 06-11  
Attn: Georgia Coats, Senior Buyer

### 3. **Eligibility for Award**

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

b. Responsive proposals are those complying in all material aspects of the solicitation. Proposals, which do not comply with all the terms and, conditions of this solicitation will be rejected as non-responsive.

c. Responsible proposers as a minimum must:

- Have adequate financial resources, or the ability to obtain such resources as required during the performance of the contract.
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
- Have a satisfactory record of past performance.
- Have necessary personnel and management capability to perform the contract.
- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
- Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; signing and submitting the proposal is so certifying.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum criteria necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive, and the proposal being rejected.

### 4. **Preparation of Proposal**

#### **A. Technical and Price Proposal:**

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

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

- **Qualifications and Experience of Personnel:** This section shall include a project-staffing plan including resumes for all proposed “key” staff members who will be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified.
- **Small Business Participation:** This section shall include a clear statement of the firm’s commitment and plan to meet the small business goal specified in this solicitation.
- **Business Data/Financial Statement:** This section shall include audited or unaudited financial statements covering the last three (3) years of the company’s operations.
- **Price Proposal:** The price proposal shall be clearly identified as a “price proposal” and submitted with the technical proposal. Please reference Project No. 06-11, Project Title. (See Attachment No. 2, Schedule of Items and Prices.

5. **Evaluation Criteria**

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

<b><u>FACTOR</u></b>	<b><u>Percentage Weight</u></b>
• Project Management and Services:	20%
• Qualifications and Experience of Firm:	25%
• Qualifications and Experience of Personnel:	20%
• Price Proposal:	15%
• Small Business Participation Goal:	15%
• Business Data/Financial status:	5%

6. **Contract Award**

Award will be made to the responsive, responsible proposer whose proposal conforms to this solicitation and offers the best value to HCC, price and other factors considered. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. At the sole discretion of HCC, more than one contract may be awarded under this solicitation.

7. **Postponement of Proposals Due Date/Time**

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

8. **Oral Presentations**

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

9. **Site Vist**

It shall be the vendor's responsibility to verify location, type and quantity of plants requiring services in each location of the Administration Building, 3100 Main Street, Houston, TX 77002, prior to submitting its proposal to provide the required services to HCC. Vendors are also encouraged to visit other sites. Please contact Mark Lambert @ (713) 718-7589 or e-mail at: mark.lambert@hccs.edu.

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

- A. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age or disability in its procurement selection process.
- B. Small businesses whose gross annual income averaged over the past three (3) years does not exceed the Small Business Administration's size standard as specified in 13 CFR Part 121 are eligible to apply for participation in the program.
- C. For this solicitation, HCC has established fifteen (**15%**) percent of the total amount of the proposal as its goal for Small Business participation.
- D. **Good Faith Efforts:** HCC will make a good faith effort to utilize small businesses in all contracts. The annual program goals may be met by contracting directly with small businesses or indirectly through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:
- To the extent consistent with industry practices, divide the contract work into reasonable lots.
  - Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
  - Document reasons for rejecting a firm that bids on subcontracting opportunities.

11. **Small Business Compliance**

To ensure compliance with any stated small business participation goal, the selected vendor/contractor will be required to meet with the HCC Buyer and/or designated representative at the 50% and 75% completion phases/dates of the project, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

12. **Internship Program**

HCC is expanding its student internship program. All vendors are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for services required under this solicitation. The selected contractor will be expected to pay the student(s) at least the minimum wage required by law. HCC will provide the selected contractor with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Dr. Freddie Wade, Director of Workforce Program Initiatives at (713) 718-7596.

13. **Prohibited Communications**

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

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

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

The communications prohibition shall terminate when:

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

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

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly-noticed public meeting.
- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- [6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

14. **Drug Policy**

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



**ATTACHMENT NO. 1**

**HOUSTON COMMUNITY COLLEGE SYSTEM**

**REQUEST FOR PROPOSALS**

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**PROPOSAL / AWARD FORM**

**Date Solicitation Issued:** May 22, 2006  
**Project Title:** Interior Plant Installation and Services  
**Project No.:** 06-11

\*\*\*\*\*

In compliance with the requirements of this Request for Proposal to provide **Interior Plants Installation and Services**, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the attached Technical and Price Proposal, and as mutually agreed upon by subsequent negotiations, if any.

-----  
Receipt of Proposal Amendment(s)

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

\_\_\_\_\_  
Amendment Number(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Proposer (Type or Print)

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

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

**ACCEPTANCE AND AWARD**

(To be completed by HCC)

-----  
Purchase Order No. \_\_\_\_\_ (for payment purposes only)  
Project No. 06-11  
-----

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

HOUSTON COMMUNITY COLLEGE SYSTEM

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

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

Name: Michael Kyme  
Title: Executive Director- Procurement Operations

## ATTACHMENT NO. 2

### SCHEDULE OF ITEMS AND PRICES

#### FOR

#### INTERIOR PLANT INSTALLATION AND SERVICES

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

Item No.	<b>SERVICES</b> (Per Attachment No. 3)	Qty.	Unit	Unit Price (Per Mo.)	Extended Price
001	Interior Plants Maintenance Services for: <b>System Administration Building</b> ; multiple floors, 3100 Main Street	12	Month	\$ _____	\$ _____
002	Interior Plants Maintenance Services for: <b>Central Campus</b> - Ten (10) facilities: Theater One, Fine Arts, Heinen Theater, San Jacinto Building and Educational Development Center, BSCC Building, JDB Building, Whiteley Building, SIS Building and Willie Lee Gay Hall (288 Campus).	12	Month	\$ _____	\$ _____
003	Interior Plants Maintenance Services for: <b>Southeast Campus</b> - Two (2) facilities: Angela and Felix Morales Building and Eastside Annex.	12	Month	\$ _____	\$ _____
004	Interior Plants Maintenance Services for: <b>Northeast Campus</b> - Five (5) facilities: Codwell Hall, Roland Smith Truck Driving Center, Automotive Technology Training Center Bldg A. , Pinemont Center, Northline Mall Center,	12	Month	\$ _____	\$ _____
005	Interior Plants Maintenance Services for: <b>Southwest Campus</b> - Six (6) facilities: Alief Center, Stafford Campus, Scarcella, Gulfton, West Loop Center and 2811 Hayes Road	12	Month	\$ _____	\$ _____
006	Interior Plants Maintenance Services for <b>Northwest Campus</b> - Three (3) facilities: Town & Country, Westgate and Katy Mills	12	Month	\$ _____	\$ _____
007	Interior Plants Maintenance Services for: <b>Americana Building</b> - 811 Dallas Office (6 <sup>th</sup> & 7 <sup>th</sup> Floors).	12	Month	\$ _____	\$ _____
008	Interior Plants Maintenance Services for: <b>Coleman</b> - College For Health Sciences 1900 Pressler Drive	12	Month	\$ _____	\$ _____

**ATTACHMENT NO. 2 (cont'd)**

**SCHEDULE OF ITEMS AND PRICES**

<b>Item No.</b>	<b>Description (Plants)</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
009	Supply Red Poinsettias, Size: 6", on an "as needed" basis.	1,000	EA	\$ _____	\$ _____
010	Change 6" Blooming Plants (As scheduled below)				
	<b><u>Month</u></b> <b><u>Plant</u></b>				
	January                      Bromeliad*	4	EA	\$ _____	\$ _____
	February                      Begonia	4	EA	\$ _____	\$ _____
	March                      Mixed Bulbs	4	EA	\$ _____	\$ _____
	Azalea	4	EA	\$ _____	\$ _____
	April                      Kalanchoe	4	EA	\$ _____	\$ _____
	Caladium	4	EA	\$ _____	\$ _____
	May                      Bromeliad	4	EA	\$ _____	\$ _____
	June                      Zebra Plant	4	EA	\$ _____	\$ _____
	July                      Croton	4	EA	\$ _____	\$ _____
	August                      Kalanchoe	4	EA	\$ _____	\$ _____
	September                      Bromeliad	4	EA	\$ _____	\$ _____
	October                      Mixed Mum	4	EA	\$ _____	\$ _____
	November                      Mixed Mum	4	EA	\$ _____	\$ _____
	Poinsettia **	4	EA	\$ _____	\$ _____
	December                      Poinsettia	4	EA	\$ _____	\$ _____

\*Delivered week after Christmas

\*\*Delivered the Monday before Thanksgiving

## OPTIONAL ITEMS

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

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

**ATTACHMENT NO. 3**  
**SCOPE OF SERVICES**  
**FOR**  
**INTERIOR PLANT INSTALLATION AND SERVICES**  
**PROJECT NO. 06-11**

**I. GENERAL:** The scope of services covers the requirements to supply interior plants, materials and associated services for the Houston Community College System (“**HCC**”) facilities at each of the locations listed herein. The facilities where services are required and the respective contact persons are:

1. **NORTHEAST COLLEGE FACILITIES**, Contact person: Kenny Gates, Maintenance Supervisor (713) 718-8029:
  - A. Codwell Hall, 555 Community College Drive, Houston, TX 77013
  - B. Pinemont Center, 1265 Pinemont, Houston, TX 77018
  - C. Northline Mall Center, 401 Northline Mall, Houston, TX 77022
  - D. Automotive Technology Training Center, 4638 Airline, Houston, TX 77022
  - E. Roland Smith Truck Driving Center, 555 Community Drive, Houston, TX 77013
  
2. **NORTHWEST COLLEGE FACILITIES**, Contact Person: Hector Perez, Maintenance Supervisor (713) 718-7929:
  - A. Town and Country Center, 1010 W. Sam Houston Parkway N., Houston, TX 77043
  - B. Katy Mills, 25403 Kingsland Blvd, Katy, TX 77494
  - C. Westgate Center, 1550 Fox Lake Drive, Houston, TX 77084
  
3. **SOUTHWEST COLLEGE FACILITIES**, Contact Person: Hector Perez, Maintenance Supervisor (713) 718-7929:
  - A. Alief Center, 13803 Bissonnet, Houston, TX
  - B. Gulfton Center, 5407 Gulfton, Houston, TX
  - C. Scarcella Campus, 10141 Cash Road, Stafford, TX
  - D. Stafford Campus, 9910 Cash Road, Stafford, TX
  - E. West Loop Center, 5601 West Loop South, Houston, TX
  - F. Alief Campus, 2811 Hayes Road, Houston, TX
  
4. **SOUTHEAST COLLEGE FACILITY**, Contact Person: Jessie Patrick, Maintenance Supervisor (713) 718-7237:
  - A. Felix H./Angela V. Morales Bldg  
6815 Rustic, Houston, TX 77087
  - B. Eastside Annex  
2524 Garland, Houston, TX 77087

5. **CENTRAL COLLEGE FACILITIES**, 1300 Holman, Houston, TX 77004  
Contact Person: Joyce Reynolds, Campus Manager (713) 718-7629:, and  
Faybian Pierre (713) 718-6543.
  - A. JDB Building
  - B. Theater One
  - C. Fine Arts
  - D. Heinen Theater
  - E. San Jacinto Buiding
  - F. Educational Development Center
  - G. BSCC Building
  - H. Whiteley Building
  - I. SIS Building
  - J. Willie Lee Gay Hall (288 Campus)  
1990 Airport Blvd., Houston, TX 77051
6. **COLEMAN COLLEGE FOR HEALTH SCIENCES**, 1900 Pressler  
Drive, Houston, Texas 77002 Contact Person: Jessie Patrick  
(713) 718-7237.
7. **SYSTEM ADMINISTRATION BUILDING**, 3100 Main Street, Houston,  
TX 77002 Contact Person: Mark Lambert, Director of Building Operations,  
(713) 718-7589.
8. **AMERICANA BUILDING**, 811 Dallas Street, Houston, Texas 77002  
Contact Person: Mark Lambert (713) 718-7589.

## **II. SERVICES TO BE PERFORMED:**

1. General: The interior plantscaping maintenance services shall include, but is not limited to all work necessary to:
  - A. Provide specified containers and plants or pre-approved equals upon request by HCC designated representative(s).
  - B. Provide all necessary materials to keep interior container plants in a healthy, thriving condition.
  - C. Keep interior plants and their containers clean and free of debris, weeds, and detrimental insect infestations.
  - D. Inspect all areas, where plants are being maintained, on each and every maintenance visit. Areas that require inspection shall include, but is not be limited to, the plant materials in the each container for insect infestation and disease control and other conditions that may be detrimental to thriving plant growth.
  - E. The Contractor shall use only chemicals that comply with any and all State of Texas and federal regulations existing or hereafter enacted during the term of this contract.

- F. The Contractor shall replace plants that died under his/her care and not due to vandalism or circumstances beyond his/her control. Items that are damaged due to circumstances beyond the contractor's control shall be reported to the **HCC** designated representative promptly in writing.
  - G. The Contractor shall check the moisture present for each container at the time of each maintenance visit. **HCC** understands that since the plants do need to dry out to some extent between watering, the plants may seem dry at times. However, the Contractor will be responsible for adjusting the water demands of each container as these may be affected by other factors such as moisture in the air, the season, the temperature of the facility, the available lighting, whether the pot is porous and whether the water retention capabilities of the planting medium require the watering level to be adjusted in order to keep the plants in a healthy and thriving condition.
  - H. If any damaged or diseased materials need to be replaced, the Contractor shall provide a cost estimate to Houston Community College Representative for approval prior to implementation. Plant materials shall be equivalent in variety, size, and healthy growing condition, subject to the approval of the **HCC** designated College Representative.
2. Fertilizing:  
Plants are to be fertilized at a fairly low level - just enough to keep them green and healthy.
  3. Pruning & Trimming:  
Leaves that turn yellow are to be removed as part of routine maintenance visit. Contractor will be responsible for determining if it is better to trim a leaf rather than remove it for the health of the plant. Contractor shall trim the tips of leaves that turn brown or shall determine if it is best to wait a couple of weeks for the browning to stabilize before trimming. Occasional pruning is required when plants grow too tall or become spindly and shall be provided as required to maintain the natural form of the plant.
  4. Insect Control:  
The Contractor shall control insects that tropical plants are susceptible to Red Spider, Mites, Mealy Bugs, Scale, etc. Plants shall be checked for insects as a part of the routine weekly maintenance services and treated as required.
  5. Disease Control:  
Contractor shall control fungus or virus problems that may affect plants. Contractor shall determine and provide best method of treatment and application. Plants shall be checked for disease as a part of their routine weekly maintenance and treated as required.



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

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

All plants supplied by the Contractor shall meet or exceed the standards outlined by The Associated Landscape Contractors of America. Plants supplied by the contractor shall to be purchased from licensed and certified nurseries in Florida, California, Texas and/or Hawaii to conform with the HCC standards.
10. Holiday Plants:

Contractor shall provide 6" red and/or gold poinsettias in plastic containers in Gold speedcone wrapping in mid-November before the Thanksgiving holiday, in quantities requested by the Director of Maintenance. The Contractor shall coordinate distribution of all poinsettias with the HCC site representative(s) prior to installation.

11. Blooming Plants:
  - A. All 6 inch Blooming Plants are to be replaced once per month (12 times per year).
  - B. At the start of contract term and at the direction of the Director of Maintenance, the Contractor shall install new plants, containers, and bloom program, (Identical to HCC Building standard) on the following floors: Basement, 5<sup>th</sup>, 6<sup>th</sup>, and 8<sup>th</sup>.
12. Emergencies:

The Contractor shall provide a contact number for Plant Care immediate response within five (5) working days after contract award.
13. HCC-Furnished Materials:

Houston Community College System shall provide the containers and plant materials as listed on the Interior Plant Materials Lists. The specific locations of these materials may change on a campus site except for the System Administration Building.

### III. SUBMITTALS:

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

### IV. GUARANTY AND REPLACEMENT OF PLANTS

1. Guaranty: Any existing plants damaged or destroyed as a result of theft, vandalism, construction operation or day to day wear and tear, said plant(s) shall be reported to the **HCC Director of Maintenance** by the Contractor, including type(s) and location(s). Any damaged plant materials approved by HCC for removal and replacement by the contractor shall be guaranteed for a period of one (1) year from the date of installation and acceptance by HCC.

2. Replacement: At any time during the one (1) year guaranty period, any non-living plant shall be replaced within ten (10) working days of **HCC's** request. At the end of the guarantee period, any plant that is not alive or 50% or more of the main branch structure dead; or not in satisfactory growth as determined by HCC shall be removed from the site and shall be replaced as soon as normal conditions for planting permit. Plants which die at no fault of the Contractor may be replaced at a price and size agreed upon by **HCC's Director of Maintenance** and the Contractor, prior to replacement. Alternates for containers and plant materials shall be submitted to HCC for advanced approval. Color cut sheets of alternates must be submitted to the Director of Maintenance for approval prior to purchasing and installation.

#### V. CONTRACTOR'S PERSONNEL

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

#### VI. NEGLIGENCE AND VANDALISM

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

#### VII. PRODUCTS/MATERIALS

##### 1. PRODUCTS

- A. Contractor shall be responsible for providing appropriate and adequate soil, fertilizer and top dressing for each container provided to HCC. The products used shall meet or exceed Texas Nursery Standards.
- B. Use of Insecticides and Pesticides:

1. Insecticides and Pesticides: Material shall comply with applicable laws governing their use. If and when insecticides or pesticides are provided, they must be applied in a manner that will not damage other plant material that is not being treated. Primary form of insect and pest management should be organic controls unless determined to be ineffective or impractical. If organic controls cannot be used, chemical controls are to comply with applicable laws governing their use and are to be used in accordance with all labels and instructions. Contractor will be responsible for replacing any

damaged plant materials resulting from lack of care during applications of insecticides or pesticides. Contractor's personnel and/or subcontractor personnel must be a **certified applicator** for all chemicals applications licensed by the State of Texas Structural Pest Control Board. Contractor may be required to provide proof of certification to HCCS.

2. The Contractor assumes all liability either for damage or injury or both resulting from accident or misuse of either these products or equipment or both. **HCC** retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison, or animal trap that the College may judge to be undesirable for any reason. Pesticides included in this Contract shall not require a license or shall not be restricted for use under Texas or federal law. Pesticides shall not carry any state or federal restrictions.
3. Products that leave an undesirable residue or odor shall not be used.
4. **HCC** shall be notified prior to application and advised of any danger associated with the use of these products.
5. After **HCC** approval, apply insecticides as necessary to control Red Spider, Mites, Mealy Bugs, Scale, etc. The Contractor shall be responsible for choosing chemicals and insecticides the contractor uses and shall be accountable for any misuse of these products.

#### **VIII. ACCEPTABLE EQUIPMENT/MACHINERY**

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

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

**ATTACHMENT NO. 4**

**MAINTENANCE FREQUENCY SCHEDULE**

**PROJECT NO. 06-11**

<b>DESCRIPTION</b>	<b>NUMBER OF OCCURRENCES</b>	<b>FREQUENCY</b>
Provide general plant maintenance for each interior plant	52	Once every week
Water each plant weekly. Do not over-water. Modify watering to match plant needs to maintain healthy and thriving conditions.	52	Once every week (Mandatory) *Additional watering as required to maintain healthy plants.
Check and treat, if necessary, for insects and disease.	52	Check once a week and treat as needed
Check for and remove yellow leaves and trim brown tips as needed.	52	Check once a week and treat as needed
Fertilize plants	4 (Minimum)	As needed to maintain green and healthy.
Clean, dust and provide top dressing as needed for each plant and container.	52	Once every week
Check shape and form of plant and prune plant to maintain shape and appearance	52	Check shape and form once a week and prune as needed
Replace plants when requested by Director of Maintenance or other approved representative.	4 (Minimum)	As needed
Quality Control meetings	12	Once a month
Water Red Poinsettias as required.	4	Once every week
Replace 6" Blooming Plants at 3100 Main. Lobby area of floors: Basement, 5 <sup>th</sup> , 6 <sup>th</sup> , 8 <sup>th</sup> .	12	One time each month

## ATTACHMENT NO. 5

### Interior Plant List For System Administration Building - 3100 Main Street

Quantity	Description of Plants	SIZE	Location
1	Draceana Cane	5'-6' ht., 14"	Front Lobby
1	Spathiphyllum	5'-6' ht, 14"	Front Lobby
1	Aglaonema, Silver Bay	3' ht., 14"	Front Lobby
1	Dracaena, Janet Craig	5'-6' ht., 10"	Front Lobby
1	Draceana Cane	5'-6' ht., 14"	Offices
1	Calathea	8"	Offices
1	Draceana Lisa Cane	4'-5'ht., 10"	Single Office
4	Blooming Plants to be replaced 12 times per year	6"	Basement, 5 <sup>th</sup> , 6 <sup>th</sup> , 8 <sup>th</sup> floors (Elevator Lobbies)

**ATTACHMENT NO. 5 (cont'd)**

**Administration Building - 3100 Main - Interior Plant List**

<b>Quantity</b>	<b>Description of Plants</b>	<b>SIZE</b>	<b>Location</b>
4	Aglaonema, Silver Bay	2' ht., 10"	Basement – Elevator Lobby
2	Draceana Lisa Cane	4'-5'ht., 10"	Basement – Main Street Studio
1	Spathiphyllum	3' ht., 10"	Basement – Main Street Studio
1	Aglaonema, MaryAnn	8"	Basement – Main Street Studio
2	Sansaveri	10"	Basement – Main Street Studio
6	Rectangle w/ 3 Aglaonema Silver Bay	8"	First Floor – Elevator Lobby
2	Rhapis Palm	14"	First Floor – Elevator Lobby
2	Bowl with Blooming Plants – 4 each Bowl	6"	First Floor – Elevator Lobby
4	Bowl with 4 Pothos Ivy and 5 Blooming Plants each Bowl	6"	First Floor – Main Lobby
4	Aglaonema, Silver Bay	3 ft. ht., 14"	First Floor – Main Lobby
6	Reflexa	17"	First Floor – Main Lobby
6	Fern (put with Reflexa)	6"	First Floor – Main Lobby
1	Dracena Cane	6'-7' ht., 14"	First Floor – Neo Cafe
2	Aglaonema, Silver Bay	10"	First Floor – Neo Cafe
4	Aglaonema, Silver Bay	10"	Second Floor – Elevator Lobby
2	Pot with 3 Blooming Plants each Pot	6"	Second Floor – Elevator Lobby
2	Dracena Cane	6'-7' ht., 14"	Second Floor – Main Meeting Conference Room
1	Shefflera Amate	6' ht., 14"	Second Floor – Main Meeting Conference Room
1	Kentia Palm	14"	Second Floor – Main Meeting Conference Room
4	Dracena Cane	6'-7' ht., 14"	Second Floor – Meeting Room Annex
8	Rhapis Palm	10"	Second Floor – Sitting / Security Guard Area
1	Shefflera Amate	6' ht., 14"	Second Floor – Sitting / Security Guard Area
1	White Bird of Paradise	14"	Second Floor – Sitting / Security Guard Area
1	Croton	3' ht., 14"	Second Floor – Sitting / Security Guard Area

**Attachment No. 5 (cont'd)**

**Administration Building - 3100 Main - Interior Plant List**

<b>Quantity</b>	<b>Description of Plants</b>	<b>SIZE</b>	<b>Location</b>
1	Aglaonema, Silver Bay	10"	Second Fl. – Sitting / Security Guard Area
8	Croton	3' ht., 14"	Second Fl. - Skybridge
2	Norfolk Pine	n/a	Second Fl. - Office
5	Aglaonema, Silver Bay	10"	Third Fl. – Elevator Lobby and Reception Area
1	Dracena Cane	6'-7' ht., 14"	Third Fl. – Elevator Lobby and Reception Area
2	Mass Cane, Hawaiian	10"	Third Fl. – Elevator Lobby and Reception Area
5	Aglaonema, Silver Bay	10"	Fourth Floor - Elevator Lobby and Reception Area
1	Dracena Cane	6'-7' ht., 14"	Fourth Floor – Elevator Lobby and Reception Area
2	Mass Cane, Hawaiian	10"	Fourth Floor – Elevator Lobby and Reception Area
5	Aglaonema, Silver Bay	10"	Eleventh Floor – Elevator Lobby and Reception Area
1	Dracena Cane	6'-7' ht., 14"	Eleventh Floor – Elevator Lobby and Reception Area
2	Bamboo Palm	5' ht., 14"	Eleventh Floor – Elevator Lobby and Reception Area
1	Dracena Lisa Cane	4' ht., 10"	12 <sup>th</sup> Floor – Reception Area
1	Spathiphyllum	3' ht., 14"	12 <sup>th</sup> Floor – Reception Area
1	Aglaonema	8"	12 <sup>th</sup> Floor – Reception Area
1	Dracena Lisa Cane	4' ht., 10"	12 <sup>th</sup> Floor – Office
1	Schefflera	10"	12 <sup>th</sup> Floor –Office – Rm 12C06
1	Bamboo Palm	5' ht., 14"	12 <sup>th</sup> Floor –Office – Rm 12C06
1	Spathiphyllum	10"	12 <sup>th</sup> Fl. – Office – Rm 12C06
1	Dracena Lisa Cane	4' ht., 10"	12 <sup>th</sup> Fl. – Conference Rm. 12C05
1	Schefflera	6' ht., 14"	12 <sup>th</sup> Fl. – Left of Open Area
1	Pothos Ivy	8"	12 <sup>th</sup> Fl. – Right of Reception
1	Pothos Ivy	8"	12 <sup>th</sup> Fl. – Outside Rm. 12C16
2	Pothos Ivy	8"	12 <sup>th</sup> Fl. – Open Area Outside Rm. 12C18
1	Aglaonema	10"	12 <sup>th</sup> Fl. – Open Area Outside Rm. 12C18
1	Lisa Cane	10"	12 <sup>th</sup> Fl. – Open Area Outside Rm. 12C18
2	Dracena Cane	6'-7' ht., 14"	12 <sup>th</sup> Floor – Thru Door Hallway



**Attachment No. 5 (cont'd)**

**Administration Building - 3100 Main - Interior Plant List**

<b>Quantity</b>	<b>Description of Plants</b>	<b>SIZE</b>	<b>Location</b>
2	Pothos Ivy	8"	12 <sup>th</sup> Floor – Thru Door Hallway
1	Pothos Ivy	8"	12 <sup>th</sup> Floor – Open Area Outside Rm. 12D00
1	Shefflera	10"	12 <sup>th</sup> Floor – Open Area Outside Rm. 12D00
1	Ficus Alii	14"	12 <sup>th</sup> Floor – Rm. 12D00
1	Dracena Lisa Cane	4' ht., 10"	12 <sup>th</sup> Floor – Outside 2 <sup>nd</sup> Area of Rm. 12D05
1	Sheffleara Arboricola Standard	6' ht., 14"	12 <sup>th</sup> Floor - Office
1	Aglaonema	6"	12 <sup>th</sup> Floor – Office
1	Blooming Plants, mixed basket	6"	12 <sup>th</sup> Floor – Office
1	NO SPRAYS IN THIS AREA – Dracena Janet Craig	3' ht., 10"	12 <sup>th</sup> Floor – Office
1	NO SPRAYS IN THIS AREA – Aglaonema	10"	12 <sup>th</sup> Floor – Office
1	NO SPRAYS IN THIS AREA – Dracena Cane	4' ht., 10"	12 <sup>th</sup> Floor – Office
1	Bamboo Palm	5'-6' ht., 12"	12 <sup>th</sup> Floor Rm. 12D07
2	Aglaonema	10"	12 <sup>th</sup> Floor – Main Reception
1	Dracena Janet Craig	14"	12 <sup>th</sup> Floor – Main Reception
1	Dracena Janet Craig	10"	12 <sup>th</sup> Floor – Main Reception
1	Spathiphyllum	3' ht., 14"	12 <sup>th</sup> Floor – Main Reception
1	Dracena Cane	6'-7' ht., 14"	12 <sup>th</sup> Floor – Main Reception
1	White Bird of Paradise	14"	12 <sup>th</sup> Floor – Sitting Area Outside Chancellor's Office
2	Spathiphyllum	3' ht., 14"	12 <sup>th</sup> Floor – Sitting Area Outside Chancellor's Office
1	Spathiphyllum	3' ht., 14"	12 <sup>th</sup> Floor – Chancellor's Office
1	Dracena Cane	6'-7' ht. 14"	12 <sup>th</sup> Floor – Chancellor's Office
1	Ficus Alii	6' ht., 14"	12 <sup>th</sup> Floor – Chancellor's Office
1	Pothos Ivy	10"	12 <sup>th</sup> Floor – Chancellor's Office
1	Dracena Warneckeii	4' ht., 10"	12 <sup>th</sup> Floor – Chancellor's Office
1	Aglaonema	10"	12 <sup>th</sup> Floor – Executive Conference Rm. 12D11
1	Rhapis Palm	10"	12 <sup>th</sup> Fl – Board Services Sitting Area
1	Aglaonema	10"	12 <sup>th</sup> Fl – Board Services Sitting Area
1	Rhapis Palm	10"	12 <sup>th</sup> Floor – Board Services Office
1	Aglaonema	10"	12 <sup>th</sup> Floor – Board Services Office
1	Shefflera	10"	12 <sup>th</sup> Floor – Board Services Office

**Attachment No. 5 (cont'd)**

**Administration Building - 3100 Main - Interior Plant List**

<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
2	Dracena Cane	4' ht., 10"	12 <sup>th</sup> Floor – Communications Department
1	Dracena Warneckeii	10"	12 <sup>th</sup> Floor – Communications Department
1	Spathiphyllum	10"	12 <sup>th</sup> Floor – Vice Chancellor Economic Affairs
1	Dracena Marginata	5' ht., 10"	12 <sup>th</sup> Floor – Vice Chancellor Economic Affairs
1	Bamboo Palm	5' ht., 12"	12 <sup>th</sup> Floor – Rm. 12E10
2	Aglaonema	10"	12 <sup>th</sup> Floor – Rm. 12E10 Secretarial Area
1	Dracena Lisa Cane	4' ht., 10"	12 <sup>th</sup> Floor – Rm. 12E10 Secretarial Area
1	Dracena Lisa Cane	4' ht., 10"	12 <sup>th</sup> Floor – Rm. 12E14
1	Dracena Marginata	5' ht., 10"	12 <sup>th</sup> Floor – Rm. 12B11
1	Dracena Marginata	5' ht., 10"	12 <sup>th</sup> Floor – Rm. 12B10
1	Ficus	10"	12 <sup>th</sup> Floor – Rm. 12B10
1	Bamboo Palm	10"	12 <sup>th</sup> Floor – Rm. 12B10
1	Dracena Cane	6'-7' ht., 14"	12 <sup>th</sup> Floor – Conference Rm. 12B13
1	Dracena Cane	6'-7' ht., 14"	12 <sup>th</sup> Floor – Conference Rm. 12A05
5	Aglaonema	10"	12 <sup>th</sup> Floor – Elevator Lobby
1	Dracena Cane	6'-7' ht., 14"	12 <sup>th</sup> Floor – Elevator Lobby
2	Dracena Cane	10"	12 <sup>th</sup> Floor – Elevator Lobby
2	Pot, Blooming Plants, mixed, 3 each	6"	Elevator Lobby – Basement, 1 <sup>st</sup> , 2 <sup>nd</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> , 8 <sup>th</sup> , and 12 <sup>th</sup> Floors.

**Attachment No. 6**

**Interior Plant List for Central College - 1300 Holman**

<b>Main Building (SJAC) Student A Center – 3<sup>Rd</sup> Floor</b>			
1	Janet Craigs		
3	Silver Queen		
<b>College Office</b>			
1	Peace Lilly		
<b>Main Building (SJAC) 3<sup>rd</sup> Floor Hallway</b>			
8	Pothos-Windows		
2	Corn Plants		
<b>Main Building (SJAC) Staff Lounge; Hallway; Outside Conservatory 2<sup>nd</sup> Floor</b>			
12	Pothos - Windows		
2	Peace Lillies		
2	Janet Craigs		
<b>Main Building (SJAC) Library Curve Window 2<sup>nd</sup> Floor</b>			
2	Janet Craigs		
4	Silver Queens		
<b>Main Bldg. (SJAC) Room 223</b>			
2	Janet Craigs		
1	Small Janet Craig		
1	Peace Lilly		
2	Pot Arrangements		
6	Pot Arrangements		
<b>President Office</b>			
2	Pothos		
2	Peace Lillies		
2	Janet Craigs - LG		
<b>Main Bldg. (SJAC) President Conference Room 2<sup>nd</sup> Floor</b>			
1	Kentia Palms		
2	Silver Queen		
12	Bromeliad (Red)		
8	Pothos		

**Attachment No. 6 (cont'd)**

**Interior Plant List for Central College - 1300 Holman**

<b>Main Bldg. (SJAC) Student Center</b>			
2	Peace Lily		
4	Silver Queen		
1	Janet Craig		
1	Snake Plant		
<b>Main Bldg. (SJAC) Main Entrance; 1<sup>st</sup> Floor: Room #151 – Lecture Hall, All Stair Cases</b>			
16	Warnecki		
4	Janet Craigs		
4	Silver Queen		
2	Corn Plants		
<b>Main Bldg (SJAC) 1<sup>st</sup> Floor Entrance By Information</b>			
3	Pot Arrangement (LG)		
1	Pot Arrangement (SM)		
2	Warnecki		
<b>Main Building (SJAC) Staff Lounge; Hallway; Outside Conservatory 2<sup>nd</sup> Floor</b>			
12	Pothos - Windows		
2	Peace Lilly		
2	Janet Craigs		
<b>Cosmetology Department</b>			
1	Janet Craigs		
3	Silver Queens		
<b>FAC Bldg. – 1<sup>st</sup> Floor</b>			
2	Corn Plants		
4	Warnecki		
<b>Fairchild Building</b>			
1	Warnecki		
2	Janet Craigs		
<b>Art Gallery</b>			
2	Corn Plants		
<b>Fine Arts Room #101</b>			
1	Silver Queen		
2	Peace Lilly		
2	Warnecki		

**Attachment No. 6 (Cont'd)**

**Interior Plant List for Central Campus - 1300 Holman**

<b>(Theater One Bldg.) Large Stair Case (2) Planters</b>			
10	Peace Lily		
2	Janet Craig		
2	Silver Queens		
<b>Stage Area</b>			
2	Kentia Palms		
4	Silver Queens		
8	Warnecki		
<b>Rotondo Skylight Area</b>			
2	Exotic Magnestic		
2	Silver Queen		
<b>J. B. Whiteley Bldg. 1<sup>st</sup> Floor</b>			
2	Janet Craig		
2	Janet Craig		
2	Corn Plants		
2	Snake Plant		
<b>J. B. Whiteley Bldg. 2<sup>nd</sup> Floor</b>			
4	Silver Queen		
1	Corn Plant		
4	Warnecki		
<b>HCC Bldg. International</b>			
2	Warnecki		
<b>SIS Bldg.</b>			
1	Corn Plant		
2	Schefflera Bush		
2	Corn Plant		
2	Snake Plant		
2	Pothos		
<b>J. Don Boney Bldg.</b>			
2	Schefflera Bush		
3	Corn Plants		
8	Warnecki		
<b>BBC Bldg.</b>			
3	Corn Plant		

## Attachment No. 7

### Interior Plant List for Southeast Campus - 6815 Rustic Ave

<b>Angela Morales Building</b>			
<b>Qty</b>	<b>Description</b>	<b>Size</b>	<b>Location</b>
2	Aglaonema Silver Bay	10"	Third Floor Elevator Lobby
2	Dracena Janet Craig With Black Cylinders	14"	Outside 3009 (ADD)
2	Aglaonema Silver Bay	10"	Second Floor Outside #2002
2	Dracena Lisa Cane	10"	First Floor Hallway to Bookstore
1	Aglaonema	10"	First Floor Hallway to Bookstore
1	Pothos Pole	10"	Outside Instructional Services
<b>Felix Morales Building</b>			
<b>Qty</b>	<b>Description</b>	<b>Size</b>	<b>Location</b>
1	Massangeana Cane	10"	Main Entrance – Corner
2	Aglaonema	10"	Main Entrance – Corner
1	Dracena Lisa Cane	10"	One-Stop – Open Area
1	Massangeana Cane	10"	One-Stop – Open Area
1	Spathiphyllum	10"	One-Stop – Open Area
1	Rhapis Palm	10"	Library
1	Dracena Cane	10"	Library
1	Shefflera Amate	14"	Library
2	Dracena Janet Craig	14"	3 <sup>rd</sup> Floor Elevator
1	Dracena Janet Craig	14"	2 <sup>nd</sup> Floor Stairwell
2	Rhapis Palm	10"	2 <sup>nd</sup> Floor Each side of the information board
2	Neanthebella Palm	14"	2 <sup>nd</sup> Floor walkway between buildings (Built in Planters)
2	Sanseveria	10"	2 <sup>nd</sup> Floor walkway between buildings (Built in Planters)
8	Pothos Ivy	6"	2 <sup>nd</sup> Floor walkway between buildings (Built in Planters)
4	Pothos Ivy	6"	2 <sup>nd</sup> Floor walkway between buildings (Chrome Pots)

**Attachment No. 8**

**Interior Plant List for Northeast College Codwell Hall -  
555 Community College Dr.**

<b>Codwell Hall</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
2	Schefflera	14"	Main Building First Floor Lobby
2	Crotons	14"	Main Building First Floor Lobby
2	Crotons	14"	Main Building First Floor Lobby
1	Dracaena Massangeana Cane	14"	Room #105
2	Ficus Ali	14"	Library Room #111
2	Dracaena Janet Craig	14"	Room #134
1	Janet Craig	14"	Student Services Room #126
1	Marginata	10"	Student Services Room #126
1	Schefflera	14"	Hallway
1	Warnecki	14"	Outside Room #124
1	Marginata	10"	Outside Room #124
2	Ficus Ali	14"	Student Center
4	Pothos Hanging Baskets	10"	Student Center
15	6" Plants in (5) Rectangular Boxes (3 each box)	6"	Room #121
1	Schefflera	14"	Room #121
1	Janet Craig	14"	2 <sup>nd</sup> Floor – Near Elevators
1	Rhapis Palm	14"	2 <sup>nd</sup> Floor – Near Elevators
1	Warnecki	14"	2 <sup>nd</sup> Floor - Near Elevators
1	Schefflera	14"	2 <sup>nd</sup> Floor – Near Elevators
1	Sansevieira	10"	Room #205

**Attachment No. 8 (cont'd)**

**Interior Plant List for Northeast College Codwell Hall -  
555 Community College Dr.**

<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
1	Dracaena Massangeana Cane	10"	Room #205A
1	Spathiphyllum	10"	Room #207A
1	Dracaena Massangeana Cane	14"	Room #220
1	Janet Craig	10"	Room #220F
1	Schefflera	14"	Room 220D
3	6" Plants in (1) Rectangular Box	6"	Room #220D
1	Ivy	8"	Room #220D
1	S. Bay	10"	Room #220D
1	Schefflera	14"	Conference Room #221
1	Ficus Ali	14"	Room 212



**Attachment No. 8 (cont'd)**

**Interior Plant List for Northeast College  
Roland Smith Truck Driving Center  
555 Community College Dr.**

<b>Roland Smith Truck Driving Center</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
2	Schefflera	14"	Lobby
2	Schefflera	14"	Room #107
1	Massangeana Cane	14"	Room #107
1	Bird of Paradise	14"	Room #101
1	Majesty Palm	14"	Room #101
1	Schefflera	14"	Room #105
1	Schefflera	14"	Room #108
2	Arboricola Trees	14"	Room #110

**Attachment No. 8 (cont'd)**

**Interior Plant List for Northeast College ATTC Building A  
4638 Airline Dr.**

<b>ATTC, Building A</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
1	Draecena Cane	14"	Lobby Area
1	Dracena, Janet Craig	10"	Lobby Area
1	Spathiphyllum	14"	Lobby Area
1	Aglaonema Silver Bay	14"	Lobby Area
1	Blooming	6"	Room #101 Assistant's Desk
1	Blooming	6"	Room #101 Secretary's Desk
1	Calathea	8"	Near Typing Desk
1	Draecena Lisa Cane	10"	Far Side of Lobby Area
3	Mixed Green Plants	6"	Top of Cabinet
1	Draecena Cane	14"	Campus Manager's Office
1	Blooming	6"	Campus Manager's Office

**Attachment No. 8 (cont'd)**

**Interior Plant List for Northeast College Pinemont Center  
1265 Pinemont Dr.**

<b>Pinemont Center</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
1	Bamboo Palm	10"	Library
1	Corn Plant	14"	First Hallway – Front of windows
21	Bamboo	14"	First Hallway – Front of windows
1	Ficus Ali	14"	Student Lounge
1	Arboricola Std.	6"	Student Lounge
1	Schefflera	14"	Front Entrance – Reception Area
1	Silver Bay	14"	Front Entrance – Reception Area
1	Bird of Paradise	14"	Main Lobby – Carpeted Area
1	Corn Plant	14"	Main Lobby (Near Restrooms)

**Attachment No. 8 (cont'd)**

**Interior Plant List for Northeast College Northline Mall Center  
401 Northline Mall**

<b>Northline Mall Center</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
1	Janet Craig	14"	Front Entrance/ Across from Security
1	Ivy	6"	Lobby (Reception Desk)
1	Silver Bay	10"	Main Lobby (Near Room 136)
1	Janet Craig	14"	Main Lobby (Near Stairs)
1	Marginata.	14"	Main Lobby (Near Stairs)
2	Bamboo Palms	14"	Lobby (Lounge Area)
1	Marginata	14"	Main Lobby (Lounge Area)
1	Silver Bay	14"	Hallway near Registration Area
1	Corn Plant	14"	Library
1	Corn Plant	14"	Hallway (Near Library)

**Attachment No. 9**

**Interior Plant List for Southwest College Scarcella Center  
10141 Cash Road, Stafford, TX**

<b>Scarcella Center</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	
3	Warnecki	14"	
2	Canes	14"	
1	Sansveria	14"	
2	Ficus Ali	14"	
1	Benjamin Ficus	6"	

**Attachment N0. 10**

**Interior Plant List for Coleman Building Medical Center  
1900 Galen Drive  
Houston, Texas 77030**

<b>Coleman Center</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
1	Ficus	14"	Base of Stairs (1 <sup>st</sup> Floor)
1	Dracena Marginata	10"	Elevator Lobby
1	Aglaonema	10"	HS Computer Room
3	Ficus	17"	Sitting area to left
2	Aglaonema	6"	Sitting area to left
2	Mixed Pots	10"	Sitting area to left
4	Dracena Marginata	10"	Floors 2-5 / 1 - 10" on each floor
4	Pothos Pole	14"	Floors 2-5 / 1 – 14" on each floor
4	Aglaonema	10"	Floor 2-5 / 1 – 10" on each floor

**Attachment N0. 11**

**Interior Plant List for Americana Building, Act Center  
811 Dallas, (Suite #600)  
Houston, Texas 77002**

<b>Americana Building</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
1	Pothos Ivy	8"	Reception Area
3	Dracena Warneckeii	10"	Reception Area
2	Neanthebella	10"	Window Area
2	Kentia Palm	10"	Window Area
4	Dracena Lisa Cane	10"	Sitting Area
1	Massangeana Cane	10"	Sitting Area

**Attachment N0. 11 (cont'd)**

**Interior Plant List for Americana Building, Act Center  
811 Dallas, (Suite #700)  
Houston, Texas 77002**

<b>Americana Building</b>			
<b>Quantity</b>	<b>Description of Plants</b>	<b>Size</b>	<b>Location</b>
1	Dracena Cane	14"	Reception Area
1	Spathiphyllum	14"	Reception Area
1	Aglaonema	10"	Reception Area
1	Pothos Ivy	8"	Reception Area
1	Dracena Cane	10"	Sitting Area to Left
1	Rhapis Palm	10"	Hallway Corner
1	Neantheballe Palm	10"	Hallway Corner
2	Dracena Lisa Cane	10"	Sitting Area
2	Dracena Cane	10"	Elevator Lobby/Across from Reception
2	Aglaonema	10"	Elevator Lobby/Across from Reception
2	Spathiphyllum	14"	Elevator Lobby/Across from Reception
1	Dracena Cane	14"	Outside End of Hallway/Training Rooms



**ATTACHMENT NO. 12  
PROJECT NO. 06-11**

**HOUSTON COMMUNITY COLLEGE SYSTEM  
DETERMINATION OF GOOD FAITH EFFORT**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 13  
SMALL BUSINESS UNAVAILABILITY CERTIFICATE**

I, \_\_\_\_\_, \_\_\_\_\_,  
 (Name) (Title)

Of \_\_\_\_\_, certify that on the date shown below, I contacted the following small  
 (Business name) business(es) to obtain a Bid for Materials or Services to be utilized on  
 HCC Project No. 06-11

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

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

The above statement is a true and accurate account of why I was unable to award a subcontract(s) or supply orders(s) to the small business listed above.

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

Signature: \_\_\_\_\_  
 (Proposer)

**ATTACHMENT NO. 14  
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

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

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

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON'S NAME AND PHONE NO. \_\_\_\_\_

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

NAME AND TITLE (Type or Print): \_\_\_\_\_

**COMPANY MAJORITY OWNERSHIP** (Check one in each column)

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

**BUSINESS CLASSIFICATION**

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

Please provide information regarding certifying agency (if any)

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

**ATTACHMENT NO. 15**

**CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION**

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

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

Submitted by: \_\_\_\_\_ Business Name: \_\_\_\_\_

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

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

TOTAL \$ \_\_\_\_\_

Contractor \$ \_\_\_\_\_

Subcontractor(s) \$ \_\_\_\_\_

Supplier (s): \$ \_\_\_\_\_

**ATTACHMENT NO. 16**

**NON-DISCRIMINATION STATEMENT**

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

Name/Title: \_\_\_\_\_  
(Type or Print)

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

Company Name: \_\_\_\_\_  
(Type or Print)

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

Telephone Number: \_\_\_\_\_

**ATTACHMENT NO. 17**

**CERTIFICATION AND DISCLOSURE STATEMENT**

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

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

If a business entity: YES or NO  
\_\_\_\_\_

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

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

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

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

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

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

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

Business Entity: \_\_\_\_\_

Signature of Firm's Authorized Official: \_\_\_\_\_

**State of Texas**

sworn to and subscribed before me at \_\_\_\_\_

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Notary Public for the State

Of \_\_\_\_\_

**ATTACHMENT NO. 18**

**STATE OF TEXAS AFFIDAVIT**

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

Signed: \_\_\_\_\_

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

Address of Company: \_\_\_\_\_

**State of Texas**

Sworn to and subscribed before me at \_\_\_\_\_

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public for the State

Of \_\_\_\_\_

**ATTACHMENT NO. 19  
BUSINESS QUESTIONNAIRE**

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_

SIGNATURE OF FIRM'S AUTHORIZED OFFICIAL: \_\_\_\_\_

NAME AND TITLE (Type or Print): \_\_\_\_\_

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

If yes, please specify: \_\_\_\_\_

State in which your home office / headquarters is located \_\_\_\_\_?

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

If yes, list percentage. \_\_\_\_\_%

Name of Financial Institution \_\_\_\_\_ Contact Person \_\_\_\_\_  
Title \_\_\_\_\_

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

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



**TYPE OF ORGANIZATION**

\_\_\_\_ Individual                                      \_\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership                                    \_\_\_\_\_ Corporation, Incorporated in \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_

Social Security Number, if an individual \_\_\_\_\_

How long in business under present name \_\_\_\_\_

Number of persons now employed \_\_\_\_\_

**BUSINESS CLASSIFICATION**

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

*\* HCC is an equal opportunity / educational institution, which does not discriminate on the basis of race, religion, national origin, gender, age or disability. HCC encourages small and disadvantaged businesses to seek procurement opportunities*

**REFERENCES**

List three references (local or otherwise) which have been or are now your customer and at least one in which you have performed comparable work in quantity and scope to that specified in this solicitation.

<u>Name of Firm</u>	<u>Address</u>	<u>Point of Contact</u>	<u>Telephone #</u>
1.			
2.			
3.			

**State of Texas**

Sworn to and subscribed before me at \_\_\_\_\_

Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Notary Public for the State

of \_\_\_\_\_

**ATTACHMENT NO. 20**

**ASSURANCE OF SBDP GOAL**

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

Small Business Participation Goal = **15%**

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date of Signing \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

## **ATTACHMENT NO. 21 HCCS VENDOR APPLICATION**

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

Please take a moment to go to the Houston Community College System Procurement Operations website and register as a vendor. The website address to access the vendor registration form is [http://216.119.142.201/HCCS/Supplier\\_Registration\\_Form.asp](http://216.119.142.201/HCCS/Supplier_Registration_Form.asp)

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

**ATTACHMENT NO. 22**  
**INSURANCE REQUIREMENTS**

The insurance coverage and limits listed below are the minimum requirements that the Vendor/Contractor shall carry for Project No. 06-11, Interior Plant Installation and Services.

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

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

**2. Automobile Liability:**

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

**3. Workers Compensation:**

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

**4. Endorsements:**

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

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

**5. Submission of Certificate of Insurance:**

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

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

**Houston Community College System  
Procurement Operations**



**HOUSTON COMMUNITY COLLEGE SYSTEM  
PROPOSED/SAMPLE CONTRACT DOCUMENTS  
FOR  
INTERIOR PLANT INSTALLATION AND SERVICES  
PROJECT NO. 06-11**

## **PROPOSED CONTRACT EXHIBITS**

### **EXHIBIT A PROPOSAL / AWARD FORM**

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

### **EXHIBIT B SCHEDULE OF ITEMS AND PRICES**

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

### **EXHIBIT C SCOPE OF SERVICES**

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

### **EXHIBIT D GENERAL TERMS AND CONDITIONS**

Note: (Exhibit D is attached hereto.)

### **EXHIBIT E CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION FORM**

Note: (If applicable, Attachment No. 14, of this solicitation may become Exhibit E in the resulting Contract.)

### **EXHIBIT F SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER PAYMENT CERTIFICATE**

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

### **EXHIBIT G PROGRESS ASSESSMENT REPORT OF WORK SUBCONTRACTED**

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

### **EXHIBIT H INSURANCE REQUIREMENTS**

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

## **EXHIBIT D**

### **GENERAL TERMS AND CONDITIONS**

#### **1. Contract Award**

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

#### **2. Contract Term**

The Contract performance period shall be for one (1) year, with two (2) one-year renewal options, unless otherwise extended or terminated by HCC in accordance with the terms and conditions of this contract. All renewals options are subject to the prior approval of HCC Board of Trustees.

#### **3. System-furnished Materials**

Houston Community College System will provide all plants and containers, including replacements for plants and containers.

#### **4. Interpretation, Jurisdiction and Venue**

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

#### **5. Compliance with Laws**

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

#### **6. Taxes**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax No.: 1-74-1709152-1.

#### **7. Termination for Convenience**

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

## 8. **Termination for Default**

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

## 9. **Ethics Conduct**

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

## 10. **Small Business Development Program (SBDP)**

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

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

## 11. **Small Business Compliance**

The Contractor shall meet with the HCC Buyer and/or designated representative at the 50% and 75% completion phases/dates of the contract, to verify small business participation activity and to ensure compliance with the stated small business goal, if any.

## 12. **Changes**

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



**13. Insurance Requirements**

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

**14. Indemnification**

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

**15. Independent Contractor**

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

**16. Assignment**

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

**17. Notices**

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

**Houston Community College System:**  
Procurement Operations (11<sup>th</sup> Floor)  
3100 Main Street  
Houston, Texas 77002  
ATTN: Michael Kyme,  
Executive Director, Procurement Operations

**Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

18. **Internship Program**

The Contractor agrees to make a good faith effort to utilize HCC students in an internship capacity with the company for services performed under this Contract. HCC will provide the contractor with the name of student(s) eligible to participate in the internship program. The Contractor shall pay the student(s) at least the minimum wage required by law.

19. **Invoicing and Payment**

The contractor shall submit an original invoice and two (2) copies to the address shown below for the goods and services which have been inspected and accepted by Houston Community College. The invoices shall be labeled: 3100 Main Elevator Lobbies, 3100 Main (remaining items), West Loop, 811 Dallas 6th and 7th floors and for the remainder of the invoice in one called System:

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

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

20. **Drug Policy**

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

21. **Entire Agreement**

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

**EXHIBIT E**

**CONTRACTOR AND FIRST TIER SUBCONTRACTOR/SUPPLIER PARTICIPATION**

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

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

Submitted by: \_\_\_\_\_ Business Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone/Fax: \_\_\_\_\_ Date: \_\_\_\_\_

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

**EXHIBIT F**

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

**Project No.** \_\_\_\_\_ **Purchase Order No.** \_\_\_\_\_

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

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

The above firm is a: (check one)

- Subcontractor
- Subconsultant
- Supplier

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

(To be signed by Officer of the firm)

Signature \_\_\_\_\_

Printed or Typed Name \_\_\_\_\_

Title \_\_\_\_\_

**Please Mail This Form To:**  
**Houston Community College System**  
**Procurement Operations**  
**3100 Main Street, (11<sup>th</sup> Floor)**  
**Houston, TX 77002**  
**Attn: Georgia Coats, Senior Buyer**

**EXHIBIT G**

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

Reporting Period: From \_\_\_\_\_ To \_\_\_\_\_

Consultant / Contractor \_\_\_\_\_ Project No. \_\_\_\_\_

Total Contract Amount (Prime Contractor) \$ \_\_\_\_\_ Purchase Order No. \_\_\_\_\_

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

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

To be reported monthly:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

**Mail This Form To:**  
**Houston Community College System**  
**Procurement Operations**  
**3100 Main Street, (11<sup>th</sup> Floor)**  
**Houston, TX 77002**  
**Attn: Georgia Coats, Senior Buyer**

## **EXHIBIT H**

### **ATTACHMENT NO. 14 INSURANCE REQUIREMENTS**

The insurance coverage and limits listed below are the minimum requirements that the Vendor/Contractor shall carry for Project No. 06-11, Interior Plant Installation and Services.

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

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

**2. Automobile Liability:**

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

**3. Workers Compensation:**

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

**4. Endorsements:**

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

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

**4. Submission of Certificate of Insurance:**

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

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