



Procurement Operations

Request for Proposals (RFP)

For

Interior Plant Installation and Services

Project No. RFP 13-44

Proposal Submittal Deadline: July 26, 2013 by 3:00 p.m. (local time)

REQUEST FOR PROPOSALS

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NOTE: Attachments 2, 8 and 10 must be completed, signed and notarized.

HOUSTON COMMUNITY COLLEGE

REQUEST FOR PROPOSALS - SUMMARY

Date: July 2, 2013

Project Title: Interior Plant Installation and Services

Project No.: RFP 13-44

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Kerry Doucette
Title: Procurement Supervisor
Telephone: 713-718-5014
Fax: (713) 718-2113
Email: Kerry.doucette@hccs.edu

1. Project Overview:

Houston Community College is one of the largest institutions of higher education in the country serving more than 70,000 students each semester, including more international students than any community college in the country. HCC operates six campuses that offer unique academic and training opportunities for students within the Houston metropolitan area including Central, Coleman, Northeast, Northwest, Southeast and Southwest Colleges.

Operating within one of the ten most populous metropolitan areas in the U.S., Houston ranked first in employment growth rate and second in nominal employment growth. In 2012, Houston was ranked first as "America's Coolest Cities" by Forbes.

With an inspiring vision, HCC will become an opportunity institution for every student we serve – essential to our community's success.

Houston Community College ("HCC") is seeking proposals from qualified firms to provide Interior Plant Installation and Services on an "as needed" basis as described in Attachment No. 1, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

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

2. Proposal Due Date/Time: HCC will accept sealed proposals in original form to provide the required Services until 3:00 PM (local time) on July 26, 2013. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

3. Award / Contract Approval:

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in Attachment No. 1.

4. Pre-Proposal Meeting: _____Mandatory__X____ Not Mandatory _____ Not Applicable

A pre-proposal meeting will be held in the Procurement Operations department, Central Campus, Learning Hub Building, 1301 Holman, Room #100, Houston, Texas 77002 on July 11, at 10:00 AM (local time).

5. Contract Term:

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years with the option to renew for two (2) 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.

6. HCC Contact:

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individual.

HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individual. The above named individual must receive all questions or concerns no later July 15, 2013, 3:00pm (local time). It is HCC's intent to respond to all appropriate questions and concerns; however, HCC reserves the right to decline to respond to any questions. It is anticipated that HCC will post answers to questions within three business days.

7. Inquiries and Interpretations:

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the RFP will be notified of the addendum; and all addenda will be posted on the HCC Website www.hccs.edu. all such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such in their proposal. Firms receiving this proposal other than directly from HCC are responsible for notifying HCC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an amendment is issued.

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. 3 of this RFP (Proposal/Contract Award Form).

8. Commitment:

Proposer recognizes and understands that any cost borne by the Proposer which arises from Proposer's performance under any resulting agreement shall be at the sole risk and responsibility of Proposer.

9. Acquisition from Other Sources:

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

10. Vendor Registration:

The Houston Community College Procurement Operations department has developed an online vendor application. This is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database.

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

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

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

11. Obligation and Waivers:

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

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

HCC, in its sole discretion, reserves the right to accept any proposal and/or reject any and all proposals or a part of a proposal, without reason or cause, submitted in response to this solicitation.

HCC reserves the right to reject any non-responsive or conditional proposal. HCC reserves the right to waive any informalities, irregularities and/or technicalities in this solicitation, the proposal documents and /or proposals received or submitted.

By submitting a proposal, proposer agrees to waive any claim it has, or may have, against Houston Community College System and its trustees or agents arising out of or in connection with (1) the administration, evaluation or recommendations of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a contract, if any.

HCC reserves the right to withdraw this solicitation at any time for any reason; remove any scope component for any reason and to issue such clarifications, modifications and/or amendments as deemed appropriate.

HCC 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.

12. Inter-local/Cooperative Purchase:

The bidder/proposer agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, State of Texas educational institutions) authorized by State law to participate under cooperative procurement contracts or Interlocal Agreements with the following understandings:

- Unless specifically stated otherwise, any volume of products or services stated in this RFP document reflects only products or services to be purchased by HCC and does not include potential purchases by other entities;
- The awarded bidder shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity's access to the agreement.
- Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity;
- HCC shall not be held liable for any costs, damages or other obligations incurred by any participating entity.
- It is the entity's decision whether or not to enter into an agreement with the awarded bidder/proposer.
- Any purchases made by an entity shall be in accordance with each entity's purchasing policy and procedures.

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INSTRUCTIONS TO PROPOSERS

1. General Instructions:

- a. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Proposers in response to this Request for Proposal shall become the property of HCC.
- c. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCC's needs. Please keep your responses limited to no more than thirty (30) pages in length.
- f. HCC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCC's best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- g. Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal/Contact Award Form (ref. Attachment No. 2). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

2. Preparation and Submittal Instructions:

Respondents must complete, sign, and return the following documents, as required:

- Proposal /Contract Award Form (Attachment No. 2)
- Proposer Questionnaire (Attachment No. 3)
- Determination of Good Faith Effort Form (Attachment No.4)
- Small Business Unavailability Certificate (Attachment No. 5)
- Contractor & Subcontractor/Supplier Participation Form (Attachment No. 6)
- Small Business Development Questionnaire (Attachment No. 7)
- Proposer's Certifications (Attachment No. 8)
- Conflict of Interest Questionnaire (Attachment No. 9)
- Financial Interests and Potential Conflicts of Interests (Attachment No. 10)

NOTE: Attachments 2, 8 and 10 must be completed, signed and notarized.

- a. Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b. Responses to this RFP must include a response to the proposal requirements set forth in Section 4, below.
- c. Page Size, Binders, Dividers and Electronic Copy

Proposals must be typed on letter-size (8-1/2" x 11") paper. HCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Submit an electronic copy of the Original version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format.

- d. Table of Contents

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

- e. Pagination

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

- f. Number of Copies

Submit one (1) complete original, including all required HCC Forms and documents. The response to Attachment 3, Section 4 – Price Proposal shall be in separate envelope from the proposal. An original (manual) signature must appear on the complete original set of your Proposal documents. Additionally, your submittal shall include one (1) electronic copy of the Original version (compact disc or flash drive) in a non-editable Adobe Acrobat (.pdf) format. Note, the electronic copy shall include a separate electronic file including a copy of the original Attachment 3, Section 4 – Price Proposal.

NOTE: Attachments 2, 8 and 10 must be completed, signed and notarized.

- g. Submission

One (1) original and all required copies of the Proposal must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in The Request for Proposal-Summary, Section 2 and delivered to:

Houston Community College
Procurement Operations Department
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFP 13-44
Attn: Kerry Doucette

- g.1 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

g.2 Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.

g.3 Telephone proposals are not acceptable when in response to the Request for Proposal.

g.4 Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

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 that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting 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 any resulting 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; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency; **and**
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described in the above Section 3 (c) and as necessary to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
- e. 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 bidders.
- f. 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 12, Prohibited Communications.
- g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

4. Preparation of Proposal:

a. Technical Proposal:

Proposer shall submit Technical Proposal responding to all Questions set forth in the Proposer Questionnaire, Section 3.0 attached hereto as Attachment No. 3.

b. Price Proposal:

Proposer shall submit a Price Proposal respondent to all requirements set forth in the Proposer Questionnaire, Section 4.0 attached hereto as Attachment No. 3.

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 proposer(s) evaluated by the Committee **may** be invited to make an oral presentation of their written proposal to the Committee and/or the HCC Board of Trustees. Proposals will be evaluated using the following criteria:

<u>Evaluation Criteria</u>	<u>Available Points</u>
• Firm’s Financial Status (see Attachment 3, Section 1.2)	10
• Qualifications and experience of the firm (see Attachment 3, Section 3.2)	20
• Past performance (see Attachment 3, Section 3.3)	15
• Project management and implementation plan (see Attachment 3, Section 3.4)	15
• Quality of service and extent they meet HCC needs (see Attachment 3, Section 3.5)	15
• Price proposal (see Attachment 3, Section 4)	25
• Small Business Commitment	acceptable/unacceptable

Total Points: 100

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 the above Section 3 (Eligibility For Award) of this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

7. Postponement of Proposals Due Date/Time:

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

8. Oral Presentations:

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

9. Small Business Development Program (SBDP):

- a. HCC has adopted a Small Business Development Program for small businesses attempting to provide goods and/or services as prime contractors or as subcontractors to other prime contractors to HCC. The program is designed to prevent discrimination by ensuring that small, underutilized and disadvantaged businesses are informed and prepared to compete for HCC procurements. HCC will neither discriminate nor select vendors on the basis of race, color, national origin, religion, gender, age, disability, sexual orientation or veteran status 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 **25%** 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; and
 - Document reasons for rejecting a firm that bids on subcontracting opportunities.

10. Prime Contractor/Contracts for Services:

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

11. Internship Program:

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

Workforce Program Initiatives at (713) 718-7596.

12. Prohibited Communications/Political Contributions:

Except as provided in exceptions below, the political contributions and 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, proposer, offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee;
- [3] Between any Trustee and administrator or employee; and
- [4] Potential vendors, subcontractors, service providers, bidders, brokers, officers, lobbyists or consultants shall not make a political contribution to a Trustee or candidate during the prohibited period.

The political contributions and communication 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.

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

13. Drug Policy:

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by vendors or contractors while on HCC's premises is strictly prohibited.

14. Taxes:

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC.

15. 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.

16. Appropriated Funds:

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

17. Conflict of Interest:

If a firm, proposer, contractor or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 9, Conflict of Interest Questionnaire Form, and Attachment No. 10, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: Attachment No. 9 and Attachment No. 10 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 Attachment No. 10 shall render your proposal non-responsive.

18. 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.

19. No Third Party Rights:

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

20. Withdrawal or Modification:

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

21. Validity Period:

Proposals are to be valid for HCC's acceptance for a minimum of 180 days from the submittal deadline date to

allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Agreement.

22. Terms and Conditions:

The HCC General Terms and Conditions of Contracts shall govern any Purchase Order/Contract issued as a result of this solicitation (RFP). They may be viewed at:

http://www.hccs.edu/hcc/System%20Home/Departments/Procurement_Operations/About_Procurement/General%20Terms%20and%20Conditions%20of%20Contracts.pdf

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

23. Delegation:

HCC Board of Trustees must approve all contracts valued at over \$50,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$50,000. 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 2267 of the Texas Government Code for the purchase of construction services. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking.

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ATTACHMENT NO. 1

SCOPE OF SERVICES

PROJECT TITLE: INTERIOR PLANT INSTALLATION AND SERVICES PROJECT NO.: RFP 13-44

I. GENERAL

- A. This Scope of Service covers the requirements for Interior Plant Installation and Services. The Contractor shall supply interior plants, maintain interior plants, maintain an inventory of HCC's Plant Inventory and provide any related materials and services needed to maintain healthy, attractive plants for specified Houston Community College (HCC) facilities as designated by HCC. The scope includes the purchase of interior plants and decorative containers and a guaranteed plant and tree maintenance services.
- B. The Contractor shall furnish all resources and services necessary and required to perform Interior Plant Installation and Services at various HCCS facilities and provide consultation and design services, as needed, in accordance with the scope of services and the general terms and conditions of the proposed contract documents for the amount(s) listed herein, including insurance requirements, and the requirements of this Scope of Service.
- C. The Contractor shall provide on-going horticultural services that consist of the following:
1. Watering, dusting and grooming plants as required and needed based on species;
 2. Fertilizing plants as required and needed based on species;
 3. Inspection of soil moisture and replenishment as necessary;
 4. Inspection for foil and foliage insects, pests and disease and treat accordingly;
 5. Trimming and cleaning of all foliage, removal of debris from soil surface and addition of soil and/or mulch to soil surface;
 6. Rotation of plants as necessary relative to any predominate light source in order to maintain attractive plants;
 7. Indoor Color changes are required as needed (including poinsettias in November for the holiday season) for entrance foyer, lobbies and foyers;
 8. Proposal must include annual purchase and maintenance of poinsettias in decorated pots for the lobbies during the holiday season, beginning in November.

II. SITE INSPECTION

Before submitting a response, the respondent is encouraged to visit each site to become familiar with conditions that may have an impact on their response. Failure to do so will not relieve the respondent of their liability and obligation under subsequent contract. Scheduling of a site inspection can be arranged by contacting the person listed as the designated contact person for each campus on the Service Location List, Exhibit I, or via email to each campus contact person.

III. SERVICES TO BE PERFORMED:

- A. General: The interior plantscaping maintenance services shall include, but is not limited to all work necessary to: **Initially, the Contractor must assess all plants for condition. After 30 days into the Contract, all plants, whether existing, or provided by the Contractor will be the sole responsibility of the contractor.** HCC, hereby request plants and the services of a guaranteed maintenance program for interior plantings and trees at various locations.
1. All interior plants and containers at each HCC location are owned by HCC and the property of HCC. (See exhibit 3 Plant Inventory) The maintenance program is to include all exhaustible

- materials and supplies necessary for plant maintenance and support;
2. The Contractor will inspect and assess all existing plants to insure their health and provide a proposal to take over the care of existing plants, guaranteed;
 3. The Contractor shall provide HCC with regular interior plantscape and maintenance services include fertilizing, pruning, trimming, insect and disease control, planting, watering, cleaning and dusting required to maintain a healthy condition of all plant materials, clean appearance and structural integrity of planters located throughout the buildings;
 4. Provide specified containers and plants or pre-approved equals upon request by HCC designated representative(s);
 5. Provide all necessary materials to keep interior container plants in a healthy, attractive and thriving condition;
 6. Keep interior plants and their containers clean and free of debris, weeds, and detrimental insect infestations;
 7. 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 each container for insect infestation and disease control and other conditions that may be detrimental to thriving plant growth;
 8. 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.
 9. 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.
 10. 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.
 11. If any damaged or diseased materials need to be replaced, the Contractor shall provide a cost estimate to Houston Community College Representative for approval prior to implementation. Plant materials shall be equivalent in variety, size, and healthy growing condition, subject to the approval of the HCC designate College Representative.
- B. Fertilizing:
1. Plants are to be fertilized at a fairly low level - just enough to keep them green and healthy.
- C. Pruning & Trimming:
2. 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.
 3. 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.

D. Insect Control:

1. 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.

E. Disease Control:

1. 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.
2. Any and all chemicals applied to the plants as a part of the interior planting maintenance program are to be applied by the Contractor with a Commercial Applicator. Protection is to be provided for all adjacent services.

F. Cleaning, Grooming and Top Dressing:

All plant must be watered, cleaned and provided the appropriate level of service as to keep them each plant healthy and in good appearance. Although the contract requires a minimum of water service each week, the Contractor is responsible for providing the appropriate level of service to maintain a professional appearance and general healthy plants.

1. Contractor shall dust and clean leaves with water or special solutions depending upon plant condition as a part of routine weekly maintenance;
2. 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;
3. If necessary, contractor shall repot plants; and
4. Top Dressing shall be adjusted or replaced so that it is fresh and covers the nursery pot.

G. Missing Plants and Replacement:

1. The Contractor shall notify the HCC Director of Maintenance or designee immediately if a plant is found to be missing or appears to have been vandalized;
2. The 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 three (3) working days) after receipt of notice from the Director of Maintenance or designee ; and
3. The Contractor shall recommend species of plants and containers when needed. The plants proposed shall be complimentary to HCC's aesthetics and represent at a minimum the quantity, quality and size as the existing plants.

H. Quality Control

1. All services provided under this contract must be of the highest quality standards and conform to generally accepted trade practices. All components of the Scope of Work shall be performed as indicated herein.
2. 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.
3. 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.

4. The Contractor must provide a level of quality services required under this contract in a manner that is consistent with the guidelines of the Interior Plantscape Association.

I. Contractor-Furnished Plants:

1. 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 to the HCC standards.

J. Blooming Plants:

1. All 6 inch Blooming Plants are to be replaced once per month (12 times per year); and
2. At the start of contract term and at the direction of the Director of Maintenance or designee , the Contractor may be required to install new plants, containers, and blooming plants.

K. HCC-Furnished Materials:

1. Houston Community College System shall provide the containers and plant materials as listed on the Interior Plant Materials Lists. The specific locations of these materials may change on a campus site except for System Administration building.
2. Personal Plants:
Should the Contractor find plants belonging to HCC staff and associates (personal plants); the Contractor is not responsible to maintain such, unless the Contractor desires to accept maintenance at his/her own expense. The cost to maintain personal plants shall NOT be responsibilities of HCC.

L. Emergencies:

1. The Contractor shall provide a contact number for Plant Care immediate response within five (5) working days after contract award.

IV. SUBMITTALS

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

1. A yearly schedule of fertilizer and maintenance operations for each campus/facility;
2. A list of materials/chemicals to be used during performance of the contract, including labels and including labels and Material Safety Data Sheets;
3. Interior Plant Maintenance Frequency Schedule. All work shall be performed in accordance with the attached Annual Maintenance Frequency Schedule;
4. 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;
5. The Contractor shall provide HCC's Director for Maintenance with a written schedule on the first day of each month detailing all work to be performed for that month at each specific location; and
6. The Contractor shall submit a detailed listing of all plants at each campus site to the attention of the HCC Director of Maintenance or designee on a bi-annual basis.

V. GUARANTY AND REPLACEMENT OF PLANTS

A. Guaranty:

1. At a minimum, any new plants provided by the successful contractor shall be warranted and guaranteed for a period of one (1) year from the date of installation and acceptance by HCC. The Contractor is required to clearly state in the response its guarantee and warranty period from the date of installation. Proposals must include a guarantee of all indoor plants under contract. Please state guarantee offered and specifics in your response.

2. Any damaged plants approved by the Director of Maintenance or designee for removal and replacement by the successful contractor shall also be guaranteed, at a minimum, for a period of one (1) year from the date of installation and acceptance by HCC.
 3. The Contractor shall maintain and guarantee all interior plants and shall immediately replace any plant that is dead, unsightly or unhealthy at no additional cost to HCC. Any existing plants that are damaged, missing or destroyed due to theft, vandalism, day to day wear, etc., shall be reported to the HCC Director of Maintenance or designee by the successful contractor at the earliest possible date.
 4. The Contractor shall guarantee all plant materials throughout the term of this contract. The contractor shall replace any damage caused by his/her operations and that have deteriorated due to natural causes, including the replacement of any plant materials as result of negligence at no additional cost to HCC.
- B. 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 or designee 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 or designee for approval prior to purchasing and installation.

VI. NEGLECT AND VANDALISM

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

VII. PRODUCTS/MATERIALS

A. PRODUCTS

1. 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.
2. After completion of plant maintenance insure that all undesirable material related to this Contract has been removed from all locations and deposited of in a proper manner.
3. Equipment shall not be left unattended at any time. HCC is not responsible for the Contractor's equipment.

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. The Contractor will be responsible for replacing any damaged plant materials resulting from lack of care during applications of insecticides or pesticides. The 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. 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. INSTALLATION SEASONAL PLANTS

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. Installation of seasonal color changes needs may be scheduled around events scheduled in each facility.

- A. SEASONAL PLANTS
- B. *Delivered the Monday before Thanksgiving
- C. **Delivered week after Christmas

Blooming plants shall be located in the lobby areas of HCC’s Administration Building located at 3100 Main, **ONLY** on the following floors:

Basement
 1st Floor 4th Floor
 2nd Floor 11th Floor
 3rd Floor 12th Floor

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

Note: Other locations are not allowed to request or order Blooming Plants without the written approval from

the Director of Maintenance or designee.

IX. ACCEPTABLE EQUIPMENT/MACHINERY

Machinery requirements listed under this Section are not intended to be restrictions of specific brands, 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. The Contractor shall water plants to maintain correct moisture content in soil. The Contractor shall take every precaution to avoid water spillage on carpets, furniture, walls, etc. No soil, insecticide or fertilizer will be stored on the premises.

X. Additional Information

A. PRICES

All prices shall be firm for the entire period of the contract.

B. PAYMENT

Payment shall be processed once per month upon invoice. The monthly invoices shall include individual shipment or services rendered, by location, for each shipment and each order.

C. Change in Service or Delivery Schedule:

Houston Community College System may from time to time make changes in the service or delivery schedule or relocation of plants. The Contractor shall change such scheduled delivery/plant relocation changes within seven (7) days of receipt of written notice from the Director of Maintenance or designee.

D. Holidays Observed by HCC:

HCC customarily observes the following holidays and will not require the Contractor to deliver or services Interior Plants on these days unless otherwise specified or requested by the Director of Maintenance or designee.

- Labor Day
- Thanksgiving
- Christmas Break
- Martin Luther King, Jr. Day
- President's Day
- Spring Break
- Easter Break
- Memorial Day
- Independence Day

E. Record of Plant Inventory:

The Contractor shall provide HCC with an inventory listing for all plant installation which includes the quantity, description, size, location, container description and size for each installed plant for each service location. The Contractor shall track all plant moves and relocations at each service location, and provide a copy of the records to the authorized HCC representative at the location.

F. Contractor's Employees:

1. All employees performing work under this contract shall be fully trained in all phases of Interior Plant Installation and Services, and shall be neat in appearance, perform their work in a professional manner, keep noises at a minimum and stage their work from location to location on the site and out of the way of the mainstream, pathways and walkways of people.
2. The Contractor shall provide each of their employees assigned to work at an HCC location with the same uniform clearly identifying the company. In general, the Contractor presence on the site shall be as inconspicuous as possible, yet clearly identifiable.
3. Criminal Background Checks
The Contractor(s) shall perform a criminal background check on each employee who services HCC and has reason to visit any HCC campus or facility. Criminal background checks must be performed on each employee on an annual basis and all information regarding the criminal background check must be maintained by the Contractor and made available to HCC upon request of the Director of Maintenance.
4. The Contractor shall be responsible for compliance with all safety rules regulations of the Federal Occupational Safety and Health Act of 1970 and those of HCC and all applicable state and local laws, ordinances and regulations during the performance of this contract.
5. The Contractor shall sign in at each building reception or security areas upon arrival to each campus and sign out upon departure from each site and obtain the signature of the HCC representative on each delivery or service ticket. It is the Contractor's responsibility to obtain the signature from the designated HCC representative for each service and delivery ticket.

M. Optional Services:

At its option, HCC may request the Contractor to provide the following additional services:

1. Holiday Decoration: HCC may request the Contractor to provide seasonal decorations as needed for various locations. The purchase of Holiday decorations must be approved by HCC. The Contractor will provide decorations and installation at an additional mutually acceptable cost to both parties, including take down and storage cost. The Proposer should include in their response a standard price list with all applicable discounts for this service. The final cost will be negotiated at the time this option is exercised.
2. Holiday Plants (OPTIONAL):
Seasonal Decoration: HCC may request the Contractor to provide seasonal plants, silk arrangements in the lobby areas at various HCC buildings. Seasonal plants and silk arrangements must be approved by HCC prior to placement. The Proposer should include in their response a standard price list with all applicable discounts for this service. The final cost will be negotiated at the time this option is exercised.
3. HCC generally purchases holiday plants during the holiday season. Red and/or Gold 6" Poinsettias in plastic containers with Gold speedcone wrapping are purchased in mid-November before the Thanksgiving holiday, in quantities requested by the Director of Maintenance or designee . When requested, the Contractor shall coordinate distribution of all poinsettias with the HCC site representative(s) prior to installation.
4. When requested, the Contractor shall provide 6" red and/or gold poinsettias in plastic containers in gold and/or silver speedcone wrapping in mid-November before the Thanksgiving holiday, in quantities requested by the Director of Maintenance or designee . The Contractor shall coordinate distribution of all poinsettias with the HCC site representative(s) prior to installation.
5. Special Events: In the event a special occasion occurs the Contractor will provide the

decoration and installation for this event and the services requested in a non-routine work request require personnel to work at time other than normal working hours, such as on weekends, labor charges will be at the current approved overtime rate (1 ½ times the regular employee hourly rate). This should be considered in estimating costs of particular services. The Proposer should include in their response a standard price list with all applicable discounts for this service. The final cost will be negotiated at the time this option is exercised.

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**SCOPE OF SERVICES
EXHIBIT 1
SERVICE LOCATIONS**

- 1) **SYSTEM ADMINISTRATION BUILDING**, 3100 Main Street, Houston, TX 77002
Contact Person: Betty Brown, (713) 718-7577

- 2) **CENTRAL COLLEGE FACILITIES**, 1300 Holman, Houston, TX 77004
Contact: Faybian Pierre, (713) 718-6543
 - a) Learning Hub, 1301 Holman, Houston, TX 77004
 - b) J.B. Whiteley Building, 1301 Alabama, Houston, TX 77004
 - c) SIS Building, 3821 Caroline St, Houston, TX 77004
 - d) J. Don Boney, 1215 Holman St, A, Houston, TX 77004
 - e) BSCC Building, 1215 Holman St, B, Houston, TX 77004
 - f) Curriculum Innovation Center, 1215 Holman St, C, Houston, TX 77004
 - g) Theater One, 3816 Caroline St., Houston, TX 77004
 - h) Fine Arts Center, 3517 Austin St., Houston, TX 77004
 - i) Educational Development Center, 3214 Austin St., Houston, TX 77004
 - j) Willie Lee Gay Hall (288 Campus) 1990 Airport Blvd., Houston, TX 77051
 - k) Building at 3601 Fannin, Houston, TX 77004

- 3) **COLEMAN COLLEGE FOR HEALTH SCIENCES**, 1900 Pressler Dr, Houston, TX
Contact Person: Walter Besosa, Maintenance Supervisor (281) 389-0051

- 4) **SOUTHWEST COLLEGE FACILITIES**
Contact: Jesse Patrick, Maintenance Supervisor (713) 539-3088
 - a) Missouri City Campus, 5855 Sienna Springs Way, Missouri City, TX

- 5) **SOUTHEAST COLLEGE FACILITY**
Contact: Walter Besosa, Maintenance Supervisor (281) 389-0051
 - a) Felix Morales Bldg., 6815 Rustic St. , Houston, TX 77087
 - b) Angela Morales Bldg., 6816 Rustic St., Houston, TX 77087
 - c) Learning HUB, 6815 Rustic St. , Houston, TX 77087

- 6) **NORTHEAST COLLEGE FACILITIES**
Contact: Faybian Pierre (713) 718-6543:
 - a) Pinemont Center, 1265 Pinemont, Houston, TX
 - b) Northline Campus, 8001 Fulton Street, Houston, TX

- 7) **NORTHWEST COLLEGE FACILITIES**
Contact: Cecil Martin, Maintenance Supervisor (713) 539-5021
 - a) Spring Branch Center, 1010 W. Sam Houston Parkway, Houston, TX 77043
 - b) Katy Mills, 25403 Kingsland Blvd, Katy, TX 77494
 - c) Katy Campus, 1550 Fox Lake Drive, Houston, TX 77084
 - d) Alief Campus, 2811 Hayes Road, Houston, TX
 - e) Alief Continuing Education Center, 13803 Bissonnet, Houston, TX 77072

**SCOPE OF SERVICES
EXHIBIT 2
MAINTENANCE FREQUENCY SCHEDULE**

DESCRIPTION	NUMBER OF OCCURANCES PER YEAR	FREQUENCY
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

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**SCOPE OF SERVICES
EXHIBIT 3**

Plant Inventory Listing			
Administration Building - 3100 Main Street, Houston, TX 77002			
QTY	Description of Plants	Size	Location
5	Aglaonema, Silver Bay	10"	Third Fl. – Elevator Lobby and Reception Area
1	Arboricola	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 th Floor – Reception Area
1	Spathiphyllum	3' ht., 14"	12 th Floor – Reception Area
1	Aglaonema	8"	12 th Floor – Reception Area
1	Dracena Lisa Cane	4' ht., 10"	12 th Floor – Office
1	Schefflera	10"	12 th Floor –Office – Rm 12C06
1	Bamboo Palm	5' ht., 14"	12 th Floor –Office – Rm 12C06
1	Spathiphyllum	10"	12 th Fl. – Office – Rm 12C06
1	Dracena Lisa Cane	4' ht., 10"	12 th Fl. – Conference Rm. 12C05
1	Schefflera	6' ht., 14"	12 th Fl. – Left of Open Area
1	Pothos Ivy	8"	12 th Fl. – Right of Reception
1	Pothos Ivy	8"	12 th Fl. – Outside Rm. 12C16
2	Pothos Ivy	8"	12 th Fl. – Open Area Outside Rm. 12C18
1	Aglaonema	10"	12 th Fl. – Open Area Outside Rm. 12C18
1	Lisa Cane	10"	12 th Fl. – Open Area Outside Rm. 12C18
2	Dracena Cane	6'-7' ht., 14"	12 th Floor – Thru Door Hallway
2	Pothos Ivy	8"	12 th Floor – Thru Door Hallway
1	Shefflera	10"	12 th Floor – Open Area Outside Rm. 12D00
1	Ficus Alii	14"	12 th Floor – Open Area Outside Rm. 12D00
			12 th 12 th Floor – Rm. 12D00
1	Sheffleara Arboricola Standard	6' ht., 14"	12 th Floor - Office
1	Aglaonema	6"	
1	Blooming Plants, mixed basket	6"	12 th Floor – Office
1	NO SPRAYS IN THIS AREA – Dracena Janet Craig	3' ht., 10"	12 th Floor – Office

**SCOPE OF SERVICES
EXHIBIT 3**

Plant Inventory Listing			
Administration Building - 3100 Main Street, Houston, TX 77002			
QTY	Description of Plants	Size	Location
1	NO SPRAYS IN THIS AREA – Aglaonema	10"	12 th Floor – Office
1	NO SPRAYS IN THIS AREA – Dracena Cane	4' ht., 10"	12 th Floor – Office
1	Bamboo Palm	5'-6' ht., 12"	12 th Floor Rm. 12D07
2	Aglaonema	10"	
1	Dracena Janet Craig	14"	12 th Floor – Main Reception
1	Dracena Janet Craig	10"	12 th Floor – Main Reception
1	Spathiphyllum	3' ht., 14"	12 th Floor – Main Reception
1	Dracena Cane	6'-7' ht., 14"	12 th Floor – Main Reception
1	Rhapis Palm	10"	
1	Aglaonema	10"	12 th Fl – Board Services Sitting Area
1	Rhapis Palm	10"	12 th Fl – Board Services Sitting Area
1	Aglaonema	10"	12 th Floor – Board Services Office
1	Shefflera	10"	12 th Floor – Board Services Office
2	Dracena Cane	4' ht., 10"	12 th Floor – Communications Department
1	Dracena Warneckeii	10"	12 th Floor – Communications Department
1	Spathiphyllum	10"	12 th Floor – Vice Chancellor Economic Affairs
1	Dracena Marginata	5' ht., 10"	12 th Floor – Vice Chancellor Economic Affairs
1	Bamboo Palm	5' ht., 12"	12 th Floor – Rm. 12E10
2	Aglaonema	10"	12 th Floor – Rm. 12E10 Secretarial Area
1	Dracena Lisa Cane	4' ht., 10"	12 th Floor – Rm. 12E10 Secretarial Area
1	Dracena Lisa Cane	4' ht., 10"	12 th Floor – Rm. 12E14
1	Dracena Marginata	5' ht., 10"	12 th Floor – Rm. 12B11
1	Dracena Marginata	5' ht., 10"	12 th Floor – Rm. 12B10
1	Ficus	10"	12 th Floor – Rm. 12B10
1	Bamboo Palm	10"	12 th Floor – Rm. 12B10
1	Dracena Cane	6'-7' ht., 14"	12 th Floor – Conference Rm. 12B13
1	Dracena Cane	6'-7' ht., 14"	12 th Floor – Conference Rm. 12A05
5	Aglaonema	10"	12 th Floor – Elevator Lobby
1	Dracena Cane	6'-7' ht., 14"	12 th Floor – Elevator Lobby
2	Dracena Cane	10"	12 th Floor – Elevator Lobby
2	Pot, Blooming Plants, mixed, 3 each	6"	Elevator Lobby – Basement, 1 st , 2 nd , 5 th , 6 th , 8 th , and 12 th Floors.

Plant Inventory Listing			
Administration Building - 3100 Main Street, Houston, TX 77002			
LOCATION	QTY	SIZE	DESCRIPTION
Chancellor's Reception Area	2	6"	Rotating Greenery Selections
	1	6"	Color Rotation
	1	12"	Black Polyresin Cylinder
Chancellor's Office	1	14"	Spathiphyllum
	1	14"	Dracaena Massangeana
	2	6"	Pothos
Open Seating outside Chancellor's Office	1	14"	Raphis Palm
	1	6"	Color Rotation
Conference Room	2	10"	Dracaena Lisa
OFFICES OF THE GENERAL COUNSEL:			
OFFICE : 12D20	1	14"	Aglaonema Elite
12D20A	1	14"	Chamaedorea
12D21	2	6"	Pothos
12D22	1	10"	Dracaena Massangeana
12A09	1	6"	Pothos
ADMIN. TO COO/DEPUTY CHANCELLOR (12D06A)			
	1	6"	Greenery Selection
	2	6"	Greenery Selection
	1	14"	Schefflera Amate
Dr. Tyler's Office – COO/Deputy Chancellor (12D05A)			
	4	6"	Pothos
	1	6"	Pothos
	1	14"	Schefflera Amate
	1	14"	Aglaonema
	3	6"	Pothos/Silver Queen
COO/Deputy Chancellor's Conference Room (12D05)			
	2	6"	Pothos
	1	14"	Dracaena Massangeana
	1	10"	Dracaena Janet Craig
12D01 (INTERIOR WORK OFFICE)			
	1	10"	Dracaena Massangeana
	2	6"	Pothos
Office 12B10	1	14"	Ficus Bush
	1	10"	Aglaonema Silver Bay
2 nd Floor Carlotta Page's Office	3	6"	Greenery Combination
	1	12"	Aluminum Bowl
Reception Areas: 1-4, 11-12 Floors:			
	3	6"	Greenery Combination In
	1	12"	Aluminum Bowl

**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing						
Central Campus - 1300 HOLMAN STREET, HOUSTON, TX						
Learning HUB						
LOCATION	QTY.	SIZE	DESCRIPTION	QTY.	SIZE	CONTAINER
FIRST FLOOR:						
Public Open Area	4	8' - 9'	Alternate Plant Selection	4	24"	Classico Cylinder
	48	6"	Pothos Underplanting			
	4	14"	Aglaonema Elite	4	20"	Classico Cylinder
Elevator Lobby	1	10"	Dracaena Janet Craig	1	14"	Brushed Silver Polyresin
SECOND FLOOR:						
Public Open Area	4	14"	Aglaonema Elite	4	17"	Classico Cylinder
Elevator Lobby	1	10"	Dracaena Janet Craig	1	14"	Brushed Silver Polyresin
THIRD FLOOR:						
Elevator Lobby	1	10"	Dracaena Janet Craig	1	14"	Brushed Silver Polyresin
Under stairwell						
FOURTH FLOOR:						
Elevator Lobby	1	10"	Dracaena Janet Craig	1	14"	Brushed Silver Polyresin
J.B. WHITELEY BUILDING (JBW)						
Base of Stairwell	2	10"	Sansevieria	2	12"	Black Cylinder
	1	10"	Dracaena Janet Craig	1	12"	Black Cylinder
	1	14"	Dracaena Massangeana	1	16"	Black Cylinder
#101	1	8"	Aglaonema Silver Queen	1	12"	Black Cylinder
Second Floor Top of Stairwell	2	10"	Dracaena Warneckii Cane	2	12"	Black Cylinder
	1	10"	Aglaonema Silver Queen	1	12"	Black Cylinder
	1	14"	Dracaena Massangeana	1	20"	Black Cylinder
Second Floor Hallway	2	10"	Dracaena Warneckii	2	12"	Black Cylinder
	1	10"	Aglaonema Silver Queen	1	12"	Black Cylinder
Back window near #214	1	10"	Sansevieria	1	12"	Black Cylinder
SIS BUILDING - 3821 CAROLINE						
At Entryway	1	10"	Dracaena Warneckii	1	12"	Black Cylinder
CURRICULUM INNOVATION CENTER (CIC)						
	2	10"	Arboricola	2	12"	Black Cylinder
J. DON BONEY (JDB)						
Second Floor	1	10"	Dracaena Massangeana	1	12"	Black Cylinder
Third Floor	1	10"	Dracaena Massangeana	1	12"	Black Cylinder
BUSINESS CAREER CENTER (BSCC)						
Second Floor	1	10"	Dracaena Massangeana	1	12"	Black Cylinder
Third Floor	1	10"	Dracaena Massangeana	1	12"	Black Cylinder

**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing						
Central Campus - 1300 HOLMAN STREET, HOUSTON, TX						
THEATRE ONE						
First Floor at base of stairwell	12	10"	Sansevieria			Built in planter
	10	8"	Aglaonema Silver Bay			Built in planter
	12	6"	Spathiphyllum			Built in planter
	14	6"	Pothos and Marblequeen			Built in planter
Second Floor Lobby	4	10"	Aglaonema Silver Bay	4	12"	Brass Cylinder
Student Lounge on way to FAC	2	14"	Ficus Lyrata	2	16"	Brass Cylinder
	2	10"	Sansevieria	2	12"	Brass Cylinder
FINE ARTS CENTER (FAC)						
Main Entrance	2	10"	Dracaena Janet Craig	2	12"	Black Cylinder
	2	10"	Dracaena Warneckii	2	12"	Black Cylinder
Suite #101	1	10"	Aglaonema Silver Queen	1	12"	Brass Cylinder
First Floor Stairwell Entrance	1	10"	Dracaena Janet Craig	1	12"	Black Cylinder
	1	10"	Dracaena Warneckii	1	12"	Black Cylinder
Second Floor Stairwell	1	10"	Dracaena Janet Craig	1	12"	Black Cylinder

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**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing						
Central Campus - Willie Lee Gay Hall - 1990 Airport Blvd, Houston, TX						
LOCATION	QTY.	SIZE	DESCRIPTION	QTY.	SIZE	CONTAINER
North Entrance	2	14"	Aglaonema Silver Bay	2	16"	Black Matte Cylinder
	1	17"	Double Alexander with	1	32"	Grey Fleckstone Cylinder
	4	8"	Aglaonema			
	12	6"	Pothos			
	5	6"	Pothos			
Hallway Outside Security	1	14"	Dracaena Massangeana	1	16"	Black Matte Cylinder
Seating Area	1	14"	Dracaena Massangeana	1	16"	Black Matte Cylinder
Lecture Room 150	1	14"	Schefflera Amate	1	16"	Black Matte Cylinder
#148 Recept./Admin.	1	10"	Dracaena Janet Craig	1	16"	Black Matte Cylinder
	1	10"	Raphis Palm	1	12"	Black Matte Cylinder
	3	6"	Pothos	3	6"	Black Matte Cylinder
#143 Office	1	6"	Pothos	1		Black Matte Cylinder
#145 Conference	1	14"	Dracaena Janet Craig	1	16"	Black Matte Cylinder
#142 Faculty Lounge	2	6"	Pothos	2	7"	Black Matte Cylinder
	1	14"	Dracaena Marginata	1	16"	Black Matte Cylinder
	1	14"	Dracaena Marginata	1	16"	Black Matte Cylinder
	1	14"	Dracaena Marginata	1	16"	Black Matte Cylinder
Hallway Outside #142	1	14"	Dracaena Massangeana	1	16"	Black Matte Cylinder
#146 Director's Office	1	14"	Dracaena Massangeana	1	16"	Black Matte Cylinder
	1	10"	Aglaonema Silver Queen	1		Black Matte Cylinder
	1	6"	Ivy	1		Basket
Open Atrium Area	2	10"	Aglaonema Silver Bay	2	12"	Black Matte Cylinder
	2	14"	Aglaonema Silver Bay	2	16"	Black Matte Cylinder
	6	6"	Pothos	6	7"	Black Matte Cylinder
	1	14"	Dracaena Marginata	1	16"	Black Matte Cylinder
	1	10"	Dracaena Marginata	1	12"	Black Matte Cylinder
Enrollment Services	1	14"	Dracaena Marginata	1	16"	Black Matte Cylinder
On-line Registration	1	6"	Pothos	1	7"	Black Matte Cylinder
Testing	1	10"	Dracaena Massangeana	1	12"	Black Matte Cylinder
Financial Aid/Recruiting	1	10"	Dracaena Janet Craig	1	12"	Black Matte Cylinder
	6	6"	Pothos	3	7"	Black Matte Cylinder
Business Office	1	10"	Aglaonema Emerald Beauty	1	12"	Black Matte Cylinder
	2	6"	Pothos	2	7"	Black Matte Cylinder
#122 Electronic Library	1	14"	Schefflera	1	16"	Black Matte Cylinder
	1	14"	Dracaena Massangeana	1	16"	Black Matte Cylinder
	2	14"	Dracaena Janet Craig	1	16"	Black Matte Cylinder
	1	6"	Pothos	1	7"	Black Matte Cylinder
Student Lounge	1	14"	Dracaena Massangeana	1	16"	Black Matte Cylinder
	3	14"	Dracaena Warneckii	3	16"	Black Matte Cylinder
	1		Single Alexander with	1	32"	Grey Fleckstone Cylinder
	2	8"	Aglaonema Silver Queen			
	1	6"	Bromeliad			
	4	6"	Pothos			

**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing						
Central Campus - Willie Lee Gay Hall - 1990 Airport Blvd, Houston, TX						
LOCATION	QTY.	SIZE	DESCRIPTION	QTY.	SIZE	CONTAINER
South Entrance	1	17"	Double Alexander with	1	32"	Grey Flecksone Cylinder
	4	8"	Aglaonema			
	12	6"	Pothos			
	1	17"	Double Alexander with	1	32"	Grey Fleckstone Cylinder
	4	8"	Aglaonema			
	12	6"	Pothos			
	1	6"	Aglaonema Silver Queen			
	1	14"	Ficus Alli	1	16"	Black Matte Cylinder
	2	10"	Dracaena Janet Craig	2	12"	Black Matte Cylinder
	1	14"	Dracaena Massangeana	1	16"	Black Matte Cylinder
	2	14"	Dracaena Marginata	2	16"	Black Plastic Cylinder
	1	10"	Aglaonema Silver Bay	1	12"	Black Matte Cylinder
#101	1	14"	Dracaena Janet Craig	1	16"	Black Matte Cylinder

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**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing			
Southeast Campus - Angela & Felix Morales, Houston, TX			
ADMINISTRATIVE OFFICES - 2524 GARLAND			
Location	Quantity	Size	Plant Description
Offices	2	10"	Spathiphyllum Petite
	1	14"	Dracaena Marginata
Outside Entrance (Exterior)	4	14"	Phoenix Roebellini
6815 RUSTIC – Felix Morales, FRONT BUILDING			
FIRST FLOOR:			
Main Entrance in Vestibule	2	14"	Sansevieria
Main Entrance by Couches	2	14"	Sansevieria
Main Entrance in Corner	1	14"	Dracaena Massangeana
	4	6"	Pothos Underplanting
Entrance Area	2	7'	Silk Ficus
One Stop Student Center	2	7'	Silk Ficus
	4	10"	Sansevieria
	2	10"	Aglaonema Emerald Beauty
Center Rotunda near Info.	1	14"	Center Plant
	6	8"	Middle Border
	12	6"	Outer Border
Information Desk Ledge	2	6"	Pothos
Back Entry	2	10"	
Lecture Hall	2	7'	Silk Ficus
SECOND FLOOR:			
Under Stairwell	3	14"	Aglaonema
By Seating Area	2	10"	Sansevieria
THIRD FLOOR:			
Seating Area	4	10"	Sansevieria
6815 RUSTIC - ANGELA MORALES BACK BUILDING			
FIRST FLOOR:			
Either side of Elevators	2	7'	Silk Ficus
Near Stairwell	1	7'	Silk Ficus
Information Desk	2	6"	Pothos
Center of lobby open area	1	14"	Center Plant
	6	8"	Middle Border
	12	6"	Outer Border
Student Entrance	2	10"	Sansevieria
Student Lounge	3	7'	Silk Ficus

**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing			
Southeast Campus - Angela & Felix Morales, Houston, TX			
Location	Quantity	Size	Plant Description
SECOND FLOOR:			
At lab entry	2	7'	Silk Ficus
Either side of Elevators	2	7'	Silk Ficus
Either side of Info. Board	2	10"	Sansevieria
Skybridge to the Felix Building	2	14"	Ficus Alli
	12	6"	Pothos Underplanting
	2	10"	Spathiphyllum Sensation
THIRD FLOOR:			
Lobby Area	2	10"	Dracaena Massangeana
Side of one elevator	1	7'	Silk Ficus
Entrance to EKG/Pleb. Lab	2	7'	Silk Ficus

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**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing			
Northeast Campus – 8001 Fulton Street, Houston, TX			
Location	Quantity	Size	Plant Description
FIRST FLOOR:			
Front Entry	2	14"	Sansevieria
Campus Office #112	2	8"	Dieffenbachia Camille
	1	10"	Aglaonema
	1	10"	Dracaena Massangeana
#112.2	2	6"	Pothos
	1	10"	Chamaedorea
Campus Security #113	1	6"	Aglaonema
Community Room #115	1	14"	Maya Palm
	1	10"	Aglaonema Silver Bay
Near Serpentine Couches	2	14"	Spathiphyllum
Welcome Center	2	14"	Sansevieria
	1	8"	ZZ Plant
	1	6"	Pothos
Info. Desk #127	1	14"	Dracaena Massangeana
Student Lounge #123	2	14"	Aglaonema
Outside #122.3	1	14"	Aglaonema Elite
Back Entry	2	14"	Sansevieria
Elevator Lobby Seating Area	2	14"	Chamaedorea
	2	14"	Dracaena Marginata
	1	10"	Sansevieria
SECOND FLOOR:			
Elevator Lobby Seating Area	1	14"	Ficus Lyrata with
	5	6"	Pothos Underplanting
	2	10"	Aglaonema
THIRD FLOOR:			
Elevator Lobby Seating Area	1	14"	Ficus Alli
	5	6"	Pothos Underplanting
	2	10"	Aglaonema
Room #325 (Cosmetology)	1	10"	Dracaena Massangeana
FOURTH FLOOR:			
Elevator Lobby Seating Area	1	14"	Ficus Alli
	5	6"	Pothos Underplanting
	2	10"	Aglaonema
Hallway Nook before #422	1	14"	Yucca Cane
Room #423	1	14"	Green Low Light Variety

SCOPE OF SERVICE EXHIBIT 3			
Plant Inventory Listing			
Northeast Campus – 8001 Fulton Street, Houston, TX			
Room #422	2	10"	Dracaena Massangeana
Room #420	1	10"	Dracaena Massangeana
Room #406 (Library)	3	14"	Dracaena Massangeana
	2	14"	Chamaedorea

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**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing			
Northwest College - Alief Campus 2811 Hayes Road, Houston, TX			
Location	Quantity	Size	Description
HAYES ROAD - Atrium Area	20	10"	Philodendron Red Princess
	11	16' +	Large in ground Ficus (Infested with scale)
			Pothos Underplanting in Ficus beds
	32	10"	Aglaonema under Ficus
			Croton Bed with 6"/8"/10"
	1	14"	Spathiphyllum
	1	14"	Dracaena Janet Craig
	1	14"	Arbicola Tree with
	12	8"	Kangaroo Paw Underplanting
	1	14"	Aglaonema
	3	10"	Sansevieria
	1	14"	Sansevieria
	4	10"	Aglaonema
	42	6"	Pothos
HAYES ROAD - Throughout Building			
Windows near police	3	14"	Aglaonema
Information Desk	3	6"	Upright Selection
Admissions Counter	1	10"	Ivy Variety
Next to B.101	1	14"	Aglaonema
Electronic Library Window	1	14"	Aglaonema
One Beige Wall	1	14"	Dracaena Janet Craig Cane
Elect. Library B.130	1	14"	Schefflera Bush
Blue Hallway	2	14"	Tall Variety to be selected
Back of Yellow Hall	1	14"	Tall, full, low light variety
Open Lab B.131	1	14"	Dracaena Massangeana
Orange wall near D.100	1	14"	Dracaena Massangeana
Open Area btwn.	2	14"	Dracaena Massangeana
Copy Ctr. & Dining	2	16"	Black Polyresin Cylinder
Conference C.106	1	14"	Ficus Variety
Conference C.104	1	14"	Dracaena Variety
Auditorium C.100	1	14"	Dracaena Janet Craig Cane
One Green Wall	3	10"	Spathiphyllum
Near C.100.1 Doorway	1	14"	Dracaena Janet Craig Cane
Near C.101	1	14"	Dracaena Janet Craig Cane
Cashier Area A.122	1	8"	Aglaonema
Hallway outside A.110	1	10"	Variety to be selected
Entry to A.110	1	10"	Sansevieria
A.110	16	6"	Pothos Ivy
Faculty Breakroom A.107	2	14"	Variety to be selected (plenty of light)
Corner outside A.110	1	14"	Dracaena Massangeana
Corner near A.102	1	10"	Sansevieria
Window in front A.100	1	14"	Aglaonema or similar

SCOPE OF SERVICE

EXHIBIT 3

Plant Inventory Listing

Northwest College - Alief Campus 2811 Hayes Road, Houston, TX

Location	Quantity	Size	Description
A.102	1	10"	Dracaena Janet Craig or Warneckii
A.101	4	6"	Aglaonema
Wall across from A.100.1	1	10"	Sansevieria
Chaundra A.100.1	1	14"	Tall, full variety to be selected
Chaundra A.100.1	1	10"	Variety to be selected
Dr. Perez A.100.2	1	14"	Tall Variety to be selected
	1	10"	Full Variety to be selected
	1	6"	Pothos Ivy

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**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing SOUTHWEST COLLEGE - Missouri City Campus 5855 Sienna Springs Way, Missouri City, TX						
Location	Quantity	Size	Plant Description	Quantity	Size	Container Description
Sienna Spring Way						
Front Entry	1	14"	Variety to be selected	1	16"	Black Polyresin Cylinder
	4	6"	Pothos	1	24"	Black Rectangle
Long Center Area	8	14"	Aglaonema or Similar	8	16"	Black Polyresin Cylinder
Back Entry	2	14"	Chamaedorea	2	16"	Black Polyresin Cylinder
Vending Area	4	6"	Pothos	1	24"	Black Rectangle
Multi-Purpose Room #120	2	14"	Cham. Or DMC	2	16"	Black Polyresin Cylinder
Conference Room #105	2	14"	Tall Variety to Select	2	16"	Black Polyresin Cylinder
Second Conference Room	2	14"	Tall Variety to Select	2	16"	Black Polyresin Cylinder
Faculty Work Area #123E	12	6"	Greenery Selection	3	24"	Black Rectangle
	3	14"	Dracaena Massangeana	3	16"	Black Polyresin Cylinder
Faculty Kitchen #123D	12	6"	Greenery Selection	3	24"	Black Rectangle
First Floor Student Hallway	3	10"	Variety to be selected	3	12"	Black Polyresin Cylinder
Second Floor Student Hallway	3	10"	Variety to be selected	3	12"	Black Polyresin Cylinder
Second Floor Loft	2	17"	Foxtail Palm	2	20"	Black Polyresin Cylinder
	2	14"	Aglaonema Variety	2	16"	Black Polyresin Cylinder

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**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing Northwest College – Katy Campus – 1550 FoxLake Drive, Houston, TX			
Description	Quantity	Size	Plant Description
First Floor Atrium Planters:			
South Entrance	18	10"	Aglaonema Variety
	18	10"	Arboricola*/Spathiphyllum*
	6	10"	Chinese Fan Palm
East Entrance	16	10"	Aglaonema Variety
	16	10"	Arboricola*/Spathiphyllum*
	6	14"	To be selected
	9	10"	Aglaonema Variety
	5	10"	Aglaonema Variety
West Entrance	16	10"	Aglaonema Variety
	20	10"	Arboricola*/Spathiphyllum*
	6	14"	To be selected
	9	10"	Aglaonema Variety
	18	10"	Aglaonema Variety
West Entrance Under Stairwell	75	5"	Pothos
Center Court and South Hallway Extension	60	10"	Arboricola
	12	10"	Chinese Fan Palm
	12	17"	Fishtail Palm
	32	10"	Aglaonema Variety
	100	5"	Pothos

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**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing Northwest College – Spring Branch Campus, 1010 W. Sam Houston PKWY, Houston, TX			
Location	Quantity	Size	Plant Description
Beltway 8 Entry	21	10"	Arboricola Bush
Under Television	1	14"	Cat Palm
	5	6"	Silver Splash Ivy
Near Financial Aid Room FA1	1	14"	Cat Palm
Hallway Corner	1	14"	Cat Palm
Seating Area	1	14"	Cat Palm
Corner Past Eagle Room	1	14"	Dracaena Massangeana
Either Side of Trophy Case	2	14"	Kimberly Queen
Curved Wall to I-10 Entrance	3	14"	Chamaedorea
I-10 Entrance Area	2	10"	Neanthebella Palm
	1	14"	Cat Palm

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**SCOPE OF SERVICE
EXHIBIT 3**

Plant Inventory Listing Coleman College for Health Sciences, 1900 Pressler Street, Houston, TX						
Location	QTY	Size	Plant Description	QTY	Size	Container Description
First Floor:						
Main Entry	2	17"	Ficus Benjamina (Old)	2	20"	Silver Cylinder
Near Elevators	1	17"	Ficus Benjamina (Old)	1	20"	Silver Cylinder
Computer Lab	1	6"	Aglaonema Emerald Beauty	1	6"	Silver Cylinder
#149	1		Silk Arrangement	1	14"	Black Radius Rectangle
Under Exit Sign past #150	1	10"	Dracaena Massangeana	1	12"	Black Polyresin Cylinder
#163	4	6"	Pothos	2	14"	Black Radius Rectangle
#160 Ernest Reynolds Office	2	6"	Greenery Selection	1	14"	Black Radius Rectangle
Either side of Library Entry	2	10"	Dracaena Janet Craig	2	12"	Black Polyresin Cylinder
Outside #112	1	14"	Chamaedorea	1	16"	Black Polyresin Cylinder
Across from #112	1	14"	Chamaedorea	1	16"	Black Polyresin Cylinder
Second Floor:						
Main Seating Area	1	14"	Aglaonema Variety	1	16"	Black Polyresin Cylinder
	1	6"	Algaonema Emerald Beauty	1	6"	Silver Cylinder
	1	14"	Ficus (Old)	1	20"	Black Polyresin Cylinder
#242 Diana Castillo	1	10"	Dracaena Lisa	1	12"	Black Polyresin Cylinder
#232	1	10"	Chamaedorea	1	12"	Black Polyresin Cylinder
	1	10"	Ficus Bush (Old)	1	12"	Low Profile Silver Cylinder
#230 Mike Edward's Office	1	10"	Aglaonema or	1	12"	Black Polyresin Cylinder
#211 Conference Room	1	14"	Ficus Variety	1	16"	Black Polyresin Cylinder
#285 President's (Low Light)	1	6"	For Coffee Table	1	6"	Black Polyresin Cylinder
	1	10"	Dracaena Lisa	1	12"	Black Polyresin Cylinder
	1	14"	Dracaena Lisa	1	16"	Black Polyresin Cylinder
#290 President's Conf. Rm	1	6'	Silk Plant	1	16"	Black Polyresin Cylinder
Corners on each end of halls	2	14"	Chamaedorea	2	16"	Black Polyresin Cylinder
Third Floor:						
Main Seating Area	1	14"	Braided Ficus Benjimina	1	20"	Black Polyresin Cylinder
	1	14"	Aglaonema Variety	1	16"	Black Polyresin Cylinder
Corners on each end	2	14"	Chamaedorea	2	16"	Black Polyresin Cylinder
Fourth Floor:						
Main Seating Area	1	14"	Aglaonema Variety	1	16"	Black Polyresin Cylinder
	1	14"	Ficus Variety	1	16"	Black Polyresin Cylinder
(Move this plant	1	10"	Ficus Bush (Old)	1	12"	Low Profile Silver Cylinder
Corners on each end	2	14"	Chamaedorea	2	16"	Black Polyresin Cylinder
Fifth Floor:						
Main Seating Area	1	14"	Aglaonema Variety	1	16"	Black Polyresin Cylinder

**SCOPE OF SERVICE
EXHIBIT 3**

**Plant Inventory Listing
Coleman College for Health Sciences, 1900 Pressler Street, Houston, TX**

Fifth Floor:

Main Seating Area	1	14"	Ficus Variety	1	16"	Black Polyresin Cylinder
Corners on each end	1	14"	Chamaedorea	1	16"	Black Polyresin Cylinder

This Plant Inventory Listing, Exhibit 3, contained herein, may not contain an exhaustive or current listing of items. The respondent acknowledges and accepts the burden of ascertaining comprehensive, correct, and current inventory information. The above referenced listing is not intended to replace the obligation of respondent to acquire accurate and comprehensive inventory listing.

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ATTACHMENT NO. 2

**HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS
PROPOSAL/CONTRACT AWARD FORM**

**PROJECT TITLE: INTERIOR PLANT INSTALLATION AND SERVICES
PROJECT NO.: RFP 13-44**

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 10: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

The undersigned certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Solicitation and any and all amendments issued by HCC and made a part of this Request For Proposals. 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 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.

Signed By: _____ Name: _____
(Type or Print)

Title: _____
(Type or Print)

State of _____

Sworn to and subscribed before me at _____,
(City) (State)

this the _____ day of _____, 2013.

Notary Public for the State of: _____

ACCEPTANCE AND CONTRACT AWARD FORM

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

Purchase Order No. _____ (for payment purposes only)

Project No. RFP 13-44

Effective Date: _____

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

In the event of an inconsistency between this Contract, the RFQ, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then the RFQ and finally, the Contractor's Proposal.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees on _____, 2013.

Signed By: _____

Title: _____

ATTACHMENT NO. 3

Proposer Questionnaire

INTERIOR PLANT INSTALLATION AND SERVICES

PROJECT NO.: RFP 13-44

1.0 Company Profile:

1.1 Provide details as to the following:

- Firm or Entity Name
- Years in Business
- Form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor)
- Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- Ownership: List the names of all officers and persons of organizations that have a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- Sales Volume: Provide net sales data for the past three (3) years
- Describe your company's specific knowledge, experience and expertise in providing Interior Plant Installation and Maintenance Services for institutions of higher education.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with HCC.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

1.2 Firm's Financial Status: Provide evidence of the firm's financial stability including but not limited, any one or more of the following: the firm's audited financial statement for the last two (2) years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your short and long-term credit rating; a letter from the company's CPA attesting to the company's financial stability.

2.0 Customer References:

2.1 Your response must include a listing of at least three (3) customers for which you have provided Interior Plant Installation and Maintenance Services for community colleges. A listing of customers for which you have provided Interior Plant Installation and Services for other institutions of higher education as described within this RFP should also be provided. Your customer reference list shall include the entity name; contact person including telephone #; scope of services, annual sales volume (\$), and the period of time for which work was performed.

3.0 Proposal:

Your Proposal should clearly define (i) your Company's total capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in Attachment No. 1, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your Proposal shall include the following:

3.1 Cover letter: The cover letter shall not to exceed 2 pages in length, summarizing key points in the proposal.

3.2 Qualifications and experience of the firm:

- (a) Provide a description of the firm including firm's history, size, staff composition;
- (b) Explain how your firm is organized and how its resources will be applied to HCC's work;
 - (c) Describe your firm's professional philosophy and general methodology used in conducting Interior Plant Installation and Services;
 - (d) Provide the address of the corporate headquarters, list of all offices in Texas, and total number of employees within Texas;
 - (e) Describe your firm's ability to manage complex Interior Plant Installation and Services processes.
 - (f) Describe what lessons were taken away and business process improvements made to prevent unsuccessful instances from recurring;
 - (g) Demonstrate your firm's understanding, knowledge and experience to provide the services described in the Scope of Services;
 - (h) Provide evidence of at least three (3) years of experience providing similar services as described in this RFP;
 - (i) Describe level of effort and steps taken to perform the services of the like and kind described in this solicitation; and
 - (i) Describe your experience in providing the services described in this RFP for large, multi-campus, urban organizations such as HCC.

3.3 Past performance:

- (a) Provide a list of all projects awarded during the past three (3) years; including the name of the client, location, size of the installation, and narrative description of the project and any problems that may have been encountered during the engagement. In developing your list, please include all Community College, Higher Education, K-12 and private sector Interior Plant Installation and Services contracts awarded;
- (b) Provide a list of all Interior Plant Installation and Services that your firm may have completed during the past three (3) years for community colleges and other institutions of higher education; define any contractual requirements that may restrict your firm from providing Interior Plant Installation and Services to HCC;
- (c) Provide a list of all contracts that your firm has lost during the past three (3) years including name of the client and narrative description as to why the business was lost;
- (d) Define how you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported; and
- (e) Provide a list and description of any work you have done at HCC.

3.4 Project management & implementation plan:

- a) Provide a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this account and defining their role in supporting the HCC account;

- b) Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability if the Proposer's employees;
- c) Provide price list and discounts for your complete total product line and service offering as it relates to Interior Plant Installation and Maintenance.
- d) Provide a detailed Project Plan identifying key tasks and milestones commencing date of contract award. Your response should clearly define both your and HCC's responsibilities and resources required during the term of the engagement;
- e) Describe any guarantees offered with regards to Interior Plant Installation and Services performed and/or service level commitments. HCC expects the awarded Contractor to take full responsibility for ALL existing and new plants by guaranteeing them through the life of the contract. Explain your process for taking over, managing and guaranteeing plants under this contract.
- f) Describe the type of system your firm provides for maintaining plant inventory, maintenance records and tracking of movement and relocation of interior plants.
- g) With the passage of the 2012 Bond Referendum, HCC will be constructing new facilities that may include the addition of new plants. Explain how your pricing will allow for the addition of service locations currently under construction and new buildings that will be built over the life of this contract.

3.5 Quality of service and extent they meet HCC's needs:

- a) Proposer shall clearly define its in-house capability and capacity to perform the work identified in Attachment No. 1. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC;
- b) Please identify the key metrics you propose to use to measure your performance in delivering services to HCC. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with HCC. Your response should include how do you measure and monitor production quality, ensure delivery/turnaround times are being met, and how problems are tracked, escalated (if required) both internally and with the customer; and
- c) Describe your quality and performance tracking reporting capabilities. Provide sample reports your firm provides.

3.6 Communication Plan: Please provide a sample communication plan of how, if your company is selected for contract award, you will introduce your company to HCC in initiating the Interior Plant Installation and Services process.

3.7 Student Intern Participation: This section shall include a clear statement of the firm's commitment and plan to utilize HCC students in an internship capacity.

3.8 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, if any.

3.9 Miscellaneous:

(a) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.

(b) Please describe any special benefits or advantages in selecting your company. Explain the advantages to HCC in doing business with your firm and what sets your company apart from your competitors.

(c) Describe any added value HCC will receive by doing business with your company.

4.0 Price Proposal:

Proposer shall complete and submit the Schedule of Items and Price, based on the model noted below. Proposer may submit, for HCC's consideration, any related products and services it offers.

4.1 Schedule of Items & Prices

Instruction: Please complete the following table and provide detailed responses as to all items and services to be provided. Prices will be firm and fixed for the contract term.

Pricing: Price must include delivery, installation and entered on the Plant Specifications for HCC, in ink or typed. In the event of discrepancy between unit price and extended price, unit price shall govern. Include the annual maintenance services base charge for HCC locations. Price shall be considered, but need not be the sole determining factor.

Please submit this Price Proposal (and any supporting "pricing" information) in a separate sealed envelope and label it "Price Proposal."

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

Proposers are requested to submit a proposal for offering their total line of available products and services that are commonly purchased in conjunction with Interior Plant Installation and Maintenance. Proposers are encouraged to offer any product or service related to the goods and services described herein and that they currently provide in their normal course of business.

Pricing: HCC requires additional pricing submitted in this proposal be offered as a quantity one price and request that the Contractor(s) provide price list containing discounts or other adjustments in order to allow Contractor(s) to propose their complete list of service offerings and complete line of products. For larger orders on a per purchase order basis, HCC may negotiate more favorite pricing. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

Provide pricing for plants similar to those listed in Exhibit 3, Plant Inventory as well as your complete holiday decorations and holiday plant offering.

Balance of page intentionally left blank.

ATTACHMENT NO. 2

SCHEDULE OF ITEMS AND PRICES

Item No.	SERVICES (Per Attachment No. 3)	Qty.	Unit	Unit Price (Per Mo.)	Extended Price
001	Interior Plants Maintenance Services for: System Administration Building ; multiple floors, 3100 Main Street	12	Month	\$ _____	\$ _____
002	Interior Plants Maintenance Services for: Central Campus - Eleven (11) facilities: Learning Hub, Whiteley Building, SIS Bldg., JDB Building, BSCC Building, Curriculum Innovation Center (CIC), Theatre One, Fine Arts Center (FAC) and Willie Lee Gay Hall (288 Campus), Bldg. at 3601 Fannin	12	Month	\$ _____	\$ _____
003	Interior Plants Maintenance Services for: Southeast Campus - Three (3) facilities: Angela and Felix Morales Building and Learning HUB	12	Month	\$ _____	\$ _____
004	Interior Plants Maintenance Services for: Northeast Campus - Two (2) facilities: Pinemont Center and Northline Campus.	12	Month	\$ _____	\$ _____
005	Interior Plants Maintenance Services for: Southwest Campus - Missouri City Campus	12	Month	\$ _____	\$ _____
006	Interior Plants Maintenance Services for Northwest Campus - Five (5) Facilities: Alief Campus, Alief Continuing Education Center, Spring Branch Campus, Katy Campus and Katy Mills	12	Month	\$ _____	\$ _____
007	Interior Plants Maintenance Services for: Coleman – College for Health Sciences	12	Month	\$ _____	\$ _____
008	6" Blooming Plants (To be changed once per season) (4 Total)	700	EA	\$ _____	\$ _____
009	Orchids (Phalaenopsis – Exotic)	50	EA	\$ _____	\$ _____
<p>Total Plants Bid Price (Items 1 – 9) \$ _____</p>					

**ATTACHMENT NO. 2
SCHEDULE OF ITEMS AND
PRICES (cont'd)**

OPTIONAL ITEMS (Poinsettias /Commercial Holiday Decorations/ Pottery/Containers)

Item No.	Description Pottery/Containers	Estimated Quantity	Unit	Unit Price	Extended Price
001	Supply Red Poinsettias, 6", on an	1,0000	EA	\$ _____	\$ _____
002	#H616P Hines Pottery, Cylinder 600 Series, Gloss black with casters (For use with 14" plants)	8	EA	\$ _____	\$ _____
003	#H612P Hines Pottery, Cylinder 600 Series, Gloss black with casters (For use with 10" plants)	5	EA	\$ _____	\$ _____
004	#PR2565GP Hines Pottery, Rectangular, P-Series, Gloss black (For use with 6" plants)	14	EA	\$ _____	\$ _____
<p>Total Optional Items Bid Price (Items 1 – 4) \$ _____</p>					

Commercial Holiday Decorations (additional services)

HCC-recognized holidays are special opportunities to provide delight to its students, staff, board of trustees, visitors, clients, and the general public. HCC is interested in Proposers providing their complete service offering, product lines and design consultancy expertise to work with HCC's staff to plan and execute cheerful holiday scenes and decorations on an as-needed basis. The Contractor will facilitate HCC staff selection of appropriate colors, decorations, holiday scenes, and décor options, and provide similar assistance upon HCC request.

Proposers are asked to address as part of their response to this RFP, and in a separate section, Proposer's company service offering for holiday design services, planning, staging, expert decorators, decorations, and related services Proposer's company provides. Christmas trees, menorahs, and other commonly expected themes should be addressed by Proposer. Include itemized price sheets for all relevant goods and services.

At its option, HCC may elect to procure these services under the terms and conditions of the Interior Plant Installation and Services Agreement, or elect to make these purchases using other permissible means.

ATTACHMENT NO. 4

DETERMINATION OF GOOD FAITH EFFORT

PROJECT TITLE: INTERIOR PLANT INSTALLATION AND SERVICES
PROJECT NO.: RFP 13-44

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 as directed below:

Section 1.

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

_____ Yes, I will be subcontracting portion(s) of the contract.
(If Yes, please complete Section 2, below and Attachments No. 5 and No. 6)

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

Section 2.

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form Section 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 subcontracting a portion of the work and is unable to meet the solicitation goal or if any of the above items (1-4) are answered "no", the Proposer must submit a letter of justification.
Section 3.

SELF PERFORMANCE JUSTIFICATION

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

Signature of Proposer Title

Date

Balance of page intentionally left blank.

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

**PROJECT TITLE: INTERIOR PLANT INSTALLATION AND SERVICES
PROJECT NO.: RFP 13-44**

I, _____,
(Name)

_____, of
(Title)

_____,
(Name of proposer's company)

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

DATE CONTACTED	SMALL BUSINESS Name	TELEPHONE NO.	CONTACT PERSON	MATERIALS OR SERVICES	RESULTS

ATTACHMENT NO. 6

**HCC PROJECT NO. 13-44, PROJECT TITLE: INTERIOR PLANT INSTALLATION AND SERVICES
CONTRACTOR AND SUBCONTRACTOR PARTICIPATION FORM**

RESPONDENT/OFFERER PRESENTS THE FOLLOWING PARTICIPANTS IN THIS SOLICITATION AND ANY RESULTING CONTRACT. ALL RESPONDENTS/OFFERORS, INCLUDING SMALL BUSINESSES SUBMITTING PROPSALS AS PRIME CONTRACTORS, ARE REQUIRED TO DEMONSTRATE GOOD FAITH EFFORTS TO INCLUDE SMALL BUSINESS IN THEIR PROPOSAL SUBMISSIONS.

CONTRACTOR	TYPE OF WORK TO BE DONE	TYPE OF SMALL BUSINESS CERTIFICATION	PERCENT OF CONTRACT EFFORT	PRICE \$
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
NON-SMALL BUSINESS SUBCONTRACTOR(S)/ATTACH SEPARATE SHEET IF NEEDED				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				
BUSINESS NAME: _____ ADDRESS: _____ CONTACT NAME: _____ TELEPHONE #/E-MAIL ADDRESS: _____				

BUSINESS NAME: _____
 ADDRESS: _____
 SUBMITTED BY: _____
 TELEPHONE/FAX: _____

DATE SUBMITTED _____
 CONTRACTOR'S PRICE/TOTAL SMALL BUSINESS \$ _____
 SUBCONTRACTOR(S) PRICE/TOTAL NON- SMALL BUSINESS \$ _____
 SUB-CONTRACTOR'S PRICE/TOTAL \$ _____

E-MAIL ADDRESS:

GRAND TOTAL

\$

**ATTACHMENT NO. 7
SMALL BUSINESS DEVELOPMENT QUESTIONNAIRE**

**PROJECT TITLE: INTERIOR PLANT INSTALLATION AND SERVICES
PROJECT NO.: RFP 13-44**

Note: Proposers are to complete this form along with a **copy** of the Contractor and Subcontractor/Supplier Participation Form and return it in a separate envelope marked: "*Small Business Development Questionnaire*"

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>
<input type="checkbox"/> African American (AA)	<input type="checkbox"/> Male	<input type="checkbox"/> Houston (H)
<input type="checkbox"/> Asian Pacific American (APA)	<input type="checkbox"/> Female	<input type="checkbox"/> Texas (T)
<input type="checkbox"/> Caucasian (C)		<input type="checkbox"/> Out of State (O)
<input type="checkbox"/> Hispanic American (HA)		Specify State _____
<input type="checkbox"/> Native American (NA)		<input type="checkbox"/> Public Owned (PO)
<input type="checkbox"/> Other (O) Specify _____		

BUSINESS CLASSIFICATION

<input type="checkbox"/> DBE Disadvantaged Business Enterprise	<input type="checkbox"/> SB Small Business
<input type="checkbox"/> WBE Women Owned Business Enterprise	<input type="checkbox"/> MBE Minority Business Enterprise
<input type="checkbox"/> HUB Historically Underutilized Business	<input type="checkbox"/> Other: _____

Please provide information regarding certifying agency (if any)

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

ATTACHMENT NO. 8

PROPOSER'S CERTIFICATIONS

Project Title: INTERIOR PLANT INSTALLATION AND SERVICES

Project No.: RFP 13-44

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 & POLITICAL CONTRIBUTION COMPLIANCE:

The undersigned certifies that he/she has read, understands, and agrees to be bound by the Prohibited Communications/Political Contributions provision set forth in the solicitation. Potential vendors, subcontractors, service providers, bidders, brokers, officers, lobbyists or consultants shall not make a political contribution to a Trustee or candidate during the prohibited communication period as set forth below. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

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

With regard to a Bidder, violation of the Blackout Period may result in the cancellation of the referenced transaction, disbarment, 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.

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

Signed: _____

Name of Company: _____

Address of Company: _____

State of _____

Sworn to and subscribed before me at _____, _____,
(City) (State)

this the _____ day of _____, 2013.

Notary Public for the State of: _____

EXHIBIT 2 - TO ATTACHMENT NO. 8

**PROHIBITED CONTRACTS/PURCHASES
PROJECT NO. 13-44**

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, consultant, 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.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity Date</p>		

Adopted 06/29/2007

Note: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate

**ATTACHMENT NO. 10
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

**PROJECT TITLE: INTERIOR PLANT INSTALLATION AND SERVICES
PROJECT NO.: RFP 13- 44**

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 1 through 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 completed, signed and notarized. The Completed form must be submitted along with your proposal

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 the 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) | (_____) |

sole proprietorship ___ stock ___ partnership ___

other (explain): _____

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 3- Disclosure of Gifts

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

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

Yes _____ No _____

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

Yes _____ No _____

Section 4- Other Contract and Procurement Related Information

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

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

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

Yes _____ No _____

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

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 _____

State of _____

Sworn to and subscribed before me at _____, _____,
(City) (State)

this the _____ day of _____, 2013.

Notary Public for the State of: _____

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

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713)718-2099.

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