



Procurement Operations

Request for Proposals (RFP)

Project Name: Pest Management Services

Project No. RFP 16-09

Posted: November 16, 2015

Proposal Deadline: December 16, 2015 by 2:00 P.M. (local time)

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Cover Page	
Table of Contents	
Section 1. Summary of RFP	3
Section 2. Instructions to Proposers	12
Section 3. Proposal Evaluations	18
Section 4. Scope of Services	20
Section 5. Price Proposal	25

Forms to be completed and submitted with the Proposal, as appropriate.

Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer's Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interests
Attachment No. 8	Service Agreement (Provided as separate Exhibit 1 to RFP)

Note: Attachments 1, 5, and 7 should be signed and notarized.

HOUSTON COMMUNITY COLLEGE

SECTION 1 - REQUEST FOR PROPOSALS - SUMMARY

Date: November 16, 2015

Project Title: Pest Management Services

Project No.: RFP 16-09

ISSUED BY:

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

SUBMIT INQUIRES TO:

Name: Jennifer Chiu
Title: Buyer
Telephone: (713) 718-5138
Fax: (713) 718-2113
Email: Hua.chiu@hccs.edu

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

1. General Information:

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

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

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

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

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

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

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

2. Overview:

The Houston Community College, ("HCC") or ("College") is seeking proposals from qualified firms to provide Pest Management Services as requested by HCC authorized personnel. The exact scope of services required by HCC will be set forth in individual agreement(s) between HCC and the selected vendor(s). Qualified

respondents are invited to submit a written response outlining your qualifications and willingness to provide such services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

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

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.

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

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

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

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

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

Respondents may take exceptions to any of the terms of this RFP including the attached sample agreement, unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the respondent must indicate clearly what alternative is being offered to allow HCC a meaningful opportunity to evaluate and rank proposals and implications of the exception (if any).

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

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

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

3. Award / Contract Approval:

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

4. Pre-Proposal Meeting: _____Mandatory X Not Mandatory _____ Not Applicable:

A Non-Mandatory pre-proposal meeting will be held in the Procurement Operations Department, 3100 Main Street (2nd Floor, Seminar Room C) Houston, Texas 77002 on Wednesday, December 3, 2015 at 10:00 am (local time).

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

5. Proposal Due Date/Time:

HCC will accept sealed proposals in original form **until 2:00 PM (local time) on December 16, 2015**. Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), Houston, Texas 77002.

6. Solicitation Schedule:

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

Solicitation Milestone	DATE & TIME
RFP released and posted to HCC's & ESD's websites	November 16, 2015
Pre-Proposal Meeting:	December 3, 2015 at 10:00 am (local time)
Deadline to receive written question/inquiries	December 8, 2015 by 2:00 pm (local time)
Response to written questions/inquiries (estimated)	December 10, 2015
Proposal Submittal Due Date	December 16, 2015 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	January 2016

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

7. 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 than the date and time specified under Section 6, Solicitation Schedule.

8. Inquiries and Interpretations:

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

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

9. Commitment:

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

10. Acquisition from Other Sources:

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire materials and 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.

11. Vendor Registration:

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

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

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

12. Obligation and Waivers:

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

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

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

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

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

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

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

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

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

13. Contract Award:

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

14. 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 HCCs discretion.

15. 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.

16. Small Business Development Program (SBDP):

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

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

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

HCC recognizes certification by the following governmental and private agencies: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews.

For this solicitation, HCC has established **Twenty-Five Percent (25%)** as its goal for Small Business participation.

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

faith effort:

- To the extent consistent with industry practices, divide the contract work into reasonable lots.
- Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- Document reasons for rejecting a firm that bids on subcontracting opportunities.

17. 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.

18. Internship Program:

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

For additional information regarding the internship program, please contact the Procurement Operations Department at 713-718-5001.

19. Prohibited Communications and Political Contributions:

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

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

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

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

The communications prohibition shall not apply to the following:

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

Any potential vendor, subcontractor vendor, service provider, 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.

20. 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.

21. Taxes:

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

22. 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.

23. Appropriated Funds:

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

24. Conflict of Interest:

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

Note: **Attachment No. 6 and Attachment No. 7** shall be completed signed and returned to HCC.

Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

25. 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.

26. No Third Party Rights:

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

27. 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.

28. 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.

29. Terms and Conditions:

The Sample Consulting Services Contracts (Attachment No. 8) shall govern any Purchase Order issued as a result of this solicitation.

Respondents 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. Respondent's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.

30. Submission Waiver:

By submitting a response to this Solicitation, the Offeror or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

31. Indemnification:

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

32. Delegation:

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$75,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$75,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all bids, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

Balance of page intentionally left blank.

SECTION 2 - INSTRUCTIONS TO PROPOSERS

1. General Instructions:

- a) Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b) Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of HCC.
- c) HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- d) Proposals, which are qualified with conditional clauses, or alterations, or items, not called for in the RFP documents, or irregularities of any kind are subject to disqualification by HCC, at its option.
- e) Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCCs needs.
- f) HCC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in HCCs 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. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- h) Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

2. Preparation and Submittal Instructions:

Respondents must complete, sign, and return the attached **documents in your request for proposal package**:

Attachment No. 1	Proposal/Contract Award Form
Attachment No. 2	Determination of Good Faith Effort Form
Attachment No. 3	Small Business Unavailability Certificate
Attachment No. 4	Contractor & Subcontractor Participation Form
Attachment No. 5	Proposer's Certifications
Attachment No. 6	Conflict of Interest Questionnaire
Attachment No. 7	Financial Interests and Potential Conflicts of Interest

Note: Attachments 1, 5, and 7 should be signed and notarized.

3. Document Format and Content:

- a) Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b) Responses to this RFP must include a response to the proposal requirements set forth in the Scope of Work/Services, above.
- 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. An electronic copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.

- d) Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- e) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- f) Number of Copies: Submit **one (1) original printed and one (1) electronic copy** of your Proposal including all required HCC Forms and documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copies should be in non-editable .PDF format and should include the entire submission, including an individual separate file containing your price proposal. The front cover of the binder containing your response should be clearly marked with the Project Name and Number.
- g) Proposals must be submitted and received in the HCC Procurement Operations Department on or before the time and date specified in the summary, Section 4 and delivered to:
- Houston Community College
Procurement Operations
Attn: Jennifer Chiu
3100 Main Street (11th Floor)
Houston, Texas 77002
Ref: Project No. RFP 16-09
Title: Pest Management Services
- h) 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.
- i) Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- j) Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

4. Proposer Response:

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

- A. **Cover letter:** The cover letter shall not exceed 1 page in length, summarizing key points in the proposal.
- B. **Table of Contents:**
Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.
- C. **Tab 1: Firm's Profile, Overview, Qualification and Experience:**
Provide details as to the following:
- 1) Profile of the Firm: Briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, location of company headquarters/main office, total number

of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

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

- 2) Overview of the Firm: Provide a brief description of your firm, including the total number of supporting personnel related to providing Pest Management Services as described in this solicitation in relation to college and/or higher education projects and the number of years the firm has been engaged in providing similar services in Texas. Explain how your firm is organized and how its resources will be applied to HCC's work.
 - a) Provide firm's principal(s) and staff commitment in providing the services in this solicitation.
 - b) Provide firm's overall ability in providing the services and describe the projects your team has been associated with in providing the services described in this solicitation.
 - c) Demonstrate firm's understanding, knowledge and experience of the project requirements.
 - d) Provide examples of your firm civic activities including awards and recognitions.
- 3) Qualifications & Experience of the Firm: Balance of this section should establish the ability of the firm and its sub-consultant, if any, to satisfactorily perform the required work.

Provide a detailed list where your firm has provided Pest Management Services during the past 3 years including but not limited to, state agencies, state institutions of higher education, cities, counties, school districts, junior colleges, and other special authorities and districts.

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

- 1) Project Name, Location – Year Completed.
- 2) Brief project description describing your experience, work performed by your firm and work subcontracted.
- 3) Owner's Name, title, and current phone number.
- 4) Identify firm's role; completion date; and contract name(s).
- 5) The methods of delivery used and how the firm maintains quality control.
- 6) Provide documented experience in providing the types of services described herein especially related to community or junior college project experience or higher education facilities experience and with regard to accomplishment of past projects involving Pest Management Services. List if firm was prime or subcontractor.
- 7) Provide a detailed list of Pest Management Services goals that were realized during the engagement and time required in completing for each item noted above.

D. Tab 2 – Demonstrated Qualifications of Personnel and Team:

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

Key Personnel: Identify key personnel that would be assigned to HCC and that will provide the services described in the Scope of Services. Please include the following:

- 1) A brief description of their unique qualifications as it pertains to this service.
- 2) Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project.

- 3) Personnel's job functions, role, percent of time to be assigned to this project and office location.
- 4) Designate the individual, who is authorized to sign and enter into any resulting contract.
- 5) Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel has been providing the type of services as described in this RFP.
- 6) Proposed team composition including an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP. Describe how the team will be organized under this project.
- 7) Provide documented expertise and educational level of individuals employed by the firm, who will be directly involved in providing the required services as described herein, and their philosophy concerning providing Pest Management Services.
- 8) For each key personnel proposed, provide a list of similar projects where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the project, length of time on the project, Pest Management Services successes realized.

E. Tab 3 – Proposed Approach & Methodology:

This section should describe and discuss your proposed approach and methodology in providing the services described in this solicitation.

- 1) A statement of your proposed approach to the project Scope of Work.
- 2) Description of the services and activities as they relate to the proposed scope of service that your firm proposes to provide to HCC for the Pest Management Services defined in the solicitation.
- 3) Description of your firm's project approach and ability to provide appropriate services in a timely manner.
- 4) Provide a detailed implementation/project plan with projected start and end dates of completion for each task noted in the scope of services, the resources (human and otherwise) required supporting the completed milestone and list of any required HCC resources or expectations needed in order to meet the proposed timeline.
- 5) Proposer must provide an approach and methodology overview which consists of a concise and detailed description of the requested services proposed in response to this RFP. By reading the proposed approach and methodology overview, HCC must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the services comply with the requirements of this RFP.
- 6) HCC intends that each proposer provide a detailed and comprehensive description of all services that the proposer will provide if it enters into a contract pursuant to the RFP.
- 7) Quality: 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.
- 8) Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported.
- 9) Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this RFP. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to HCC and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to HCC.
- 10) Describe your firm's methodology for collaboration and providing information flow between HCC and all team members for the duration of any project including:

- a. Identify the means and methods to be used to develop communication protocol; and
- b. Provide a sample communication matrix indicating who will receive what correspondence and who is required to take appropriate action.

F. Tab 4 - Past Performance and References:

This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work. Provide examples of similar project experience; public institutions or public entities, preferred. HCC may verify all information furnished. As a minimum, include the following per project experience:

- 1) Project Name, Location – Year Completed.
- 2) Brief project description describing your experience, work performed by your firm and work subcontracted.
- 3) Owner Name, title, and current phone number.
- 4) Past performance in effectively responding to problems presented in delivering the services required on project.
- 5) Provide examples of projects that highlight the firm's creative and innovative skills.
- 6) Provide documentation of successful strategies and methodology taken by your firm to meet the priorities and goals defined in the scope of services. Describe efforts taken and overall effectiveness.
- 7) Describe lessons learned from previous projects for Pest Management Services that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
- 8) Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations, and work related to Pest Management Services.
- 9) Provide a list of all contracts that may have ended during the past 3 years; including contracts that may have been terminated or not renewed when a renewal was available. Include a detailed explanation of the circumstances related therein for any such contracts noted.
- 10) Provide a list of any work that your firm may have completed for Houston Community College during the past 3 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with HCC or as a subcontractor under a project.
- 11) Provide letters of recommendations from other public junior or community colleges or higher education clients or other relevant references listing recently completed projects.

G. Tab 5 – Price/Cost Schedules, Billing Rates:

The Proposer/Contractor shall furnish all resources and services necessary and required to provide Pest Management Services, in accordance with the Scope of Services, and the general terms and conditions of the sample contract documents for the proposed price(s) listed in Section 5 – Price Proposal.

- 1) Proposer shall specifically state the fee your firm proposes for the work and services as described in this RFP. If there are any services described that would not be included in such compensation, state it specifically, along with any proposed additional charges.
- 2) Price proposals will include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform the work for HCC.
- 3) Please include a description of any discount offered to HCC and an outline of any other fees or charges.
- 4) For the purposes of this RFP, Houston Community College will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for HCC to reject, as non-compliant, a proposal from further consideration.

NOTE: Requested information must be included in additional sheets as part of the proposal

submission (in print and electronic format) as described in Section 2.3 above.

H. Tab 6 - Small Business Practices:

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

- 1) Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.
- 2) For this Project HCC has a small business participation goal of **Twenty-Five Percent (25%)**.
- 3) At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.
- 4) Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.
- 5) Provide a reference list of all customers noted in Section 1.6 Tab 6 – Past Performance References (noted above) that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison, telephone number and email address.

I. Tab 7 - Firm's Financial Status:

- 1) Provide evidence that the firm is in good financial standing and current in payment of all taxes and fees such as state franchise fees.
- 2) Please provide a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees.
- 3) Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

J. Tab 8 - Business Relationship Strength:

"Business Relationship Strength" for the purpose of this RFP shall mean the definition and commitment of the respondent towards a mutually successful "relationship" between the selected contractor and HCC for the duration of the Project. Respondent's Statement of Qualification must include their definition, proposal and commitment to forge, foster and maintain a mutually successful "relationship" with HCC. At a minimum, your response must include: (a) your definition of a mutually successful "relationship" between your firm and HCC; and (b) your firm's commitment to a mutually successful "relationship" in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the Project

Provide any other details regarding special services, products, advantages or other benefits offered to HCC by the respondent.

SECTION 3. PROPOSAL EVALUATIONS

1. 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.

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Firm's Profile, Overview and Qualification and Experience Section II, 4, C (Tab 1)	10
Demonstrated Qualifications of Personnel and Team Section II, 4, D (Tab 2)	10
Proposed Approach and Methodology Section II, 4, E (Tab 3)	10
Past Performance & References Section II, 4, F (Tab 4)	15
Price/Cost Schedules, Billing Rates Section II, 4, G (Tab 5)	40
Small Business Practices Section II, 4, H (Tab 6)	15
Total Points	100

(Per PRC recommendations 05/2015)

2. 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. 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.

Responsible proposers, at a minimum, must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
 - 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 - 3) Have a satisfactory record of past performance;
 - 4) Have necessary personnel and management capability to perform any resulting contract;
 - 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
 - 6) 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
 - 7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- b) Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any

requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.

- c) A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
- d) A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section I Summary, number 19 of this solicitation.
- e) Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

Balance of page intentionally left blank.

SECTION 4 - SCOPE OF SERVICES

Pest Management Services

1. General Overview:

Houston Community College through this Request for Proposal (RFP) is seeking a Texas Department of Agriculture (TDA) licensed Commercial Pest Control Contractor to provide Pest Control and related services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified service requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

Control is defined as the periodic eradication of existing infestation, within practical limits and includes the prevention of reinfestation. Acceptability levels of pest population within any building or area shall be determined by the designated HCC representative.

2. Scope of Services:

This Scope of Services seeks experienced and qualified firm(s) to provide pest control services to buildings and facilities throughout the College system. The contractor shall provide all material, labor, supervision, tools, equipment, and incidentals necessary for Pest Control Services for HCC. HCC desires to implement an Integrated Pest Management Program (IPM) encompassing campuses within the jurisdiction of the HCC System and where an IPM can be effective and feasible. An IPM approach will be utilized wherever and whenever possible that will accommodate any special requirements related to the potential impact of chemicals and activities on individuals, students and staff. The College requires effective, sanitary, and ecologically sound pest and rodent control exterminating services. The Selected Firm(s) will have extensive experience servicing K-12 education facilities, higher educational institutions, and food service facilities.

This solicitation is to provide services for commercial pest control on a scheduled and as needed basis at various HCC location(s) as specified in this solicitation.

2.1 Initial Inspections: The Contractor shall conduct a thorough initial inspection of each building or site *within 15 days of the effective date of the contract*. The purpose of the inspections is for the Contractor to evaluate the pest control needs of all premises to identify current problem areas as well as any equipment, structural features or management practices that are contributing to current pest infestation or may contribute to future problems. The Contractor will submit to the Manager of Janitorial Services (herein referred to as "Project Manager") a complete assessment report of each building or site *within 20 days of the effective date of the Contract*.

The Contractor should also provide a plan of action for any infestations or troubled areas. The first 30 days after the contract award is considered the first phase of the program and may include traditional methods of exterminating. HCC's Project Manager and the Contractor will collaborate on any treatment plans or schedules. Access to building space shall be coordinated with each Campus Manager. The Campus Manager will inform the Contractor of any restrictions or areas requiring special scheduling.

2.2 Control Plan: Within *sixty working days* after the initial inspections have been performed, the Contractor shall collaborate and work with HCC's Project Manager to develop and IPM Program and submit a comprehensive IPM Plan for all buildings and other areas specified herein. Within *ten working days* of receiving the IPM Plan, the Project Manager will decide if the plan is acceptable. If aspects of the plan are incomplete or disapproved, Contractor shall have two working days to

submit revisions. The Contractor shall be on site to initiate service within five working days following written notice of approval.

The Contractor will submit proposals to perform an IPM program that furnish supervision, labor, materials, supplies (chemicals/traps etc.) and equipment necessary to accomplish surveillance, trapping, pesticide application, and pest removal components of an IPM program. Contractors' program will also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention and complete the pest control services specified in this RFP.

2.3 The IPM Plan shall consist of six parts as follows:

1. Proposed methods and equipment for service: The Contractor (successful bidder) shall provide a summary of proposed control methods including current labels and Safety Data Sheets (SDS) formerly, Material Safety data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest surveillance and detection equipment and any other pest control devices or equipment that may be used to provide service.
2. Proposed methods for monitoring and surveillance: Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels throughout the term of contract. In addition, the Contractor will work with the Project Manager to establish population levels that constitute unacceptable levels of pest presence in the College facilities.
3. Proposed service plan for food areas or kitchens: Contractor shall provide a detailed service plan for maintaining a pest free kitchen environment in the College's food service areas. Service frequency, hours of treatment, monitoring, quality assurance plan as specifically related to the food service areas or kitchens must be included.
4. Service schedule for each site: Contractor shall provide complete service schedules for each site to be serviced which shall include planned frequency of Contractor visits, specific day(s) of the week for Contractor visits and approximate duration of each visit (minimum twice each month).
5. Structural or operational changes to facilitate the pest control effort: Contractor shall be responsible for advising the Project Manager of any structural, sanitary or procedural modifications that would reduce a pest's source to food, water, harborage or access to building interior. The College will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. The Contractor shall obtain the approval of the Project Manager prior to any application of sealing material or other structural modification.
6. Commercial applicator or technician licenses: Contractor shall provide a current list of names along with photocopies of the certified commercial applicator (CCA) or technician's licenses for every employee who will be performing on-site services under this contract. Contractor shall provide a minimum of two permanently assigned, certified technicians to the College on a full time basis. Contractor technicians shall be familiar with all HCC locations. Contractor shall furnish the technicians with all necessary equipment, chemicals, and properly registered vehicles to accomplish the scope of work of this contract. Contractor is responsible for providing a substitute technician anytime the assigned technician is absent for longer than two working days or an emergency call is sent to Contractor's office. The Contractor shall not store any chemicals at any HCC building or site.

CCA – Certified commercial applicator as defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.121 as an individual licensed by TDA as a certified commercial applicator (CCA) in the category or categories to perform pest control services, identifications and control measures required in this specification under the indirect supervision of the responsible certified commercial applicator (RCCA).

RCCA – Responsible certified commercial applicator as defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, and Rule 7.121 as a CCA designated by the structural pest control business license holder to be responsible for training and supervision of all pest control operations of the business.

2.4 Pest Control Services shall include, but not be limited to, all work necessary to:

1. Keep the college facilities, referenced herein, environmentally pest free inclusive to all bugs, flies, mosquitoes, moths, hornets, wasps, ants, spiders, crickets, gnats, mice, rats, roaches, silverfish, bed bugs and anything else that could be construed as a pest, insect/or rodent. In addition, rodent infestations, ant mounds, and wasp/hornet nests located adjacent (exterior) to the buildings are included.
2. Maintain a rodent and pest free environment for the college facilities through scheduled preventive maintenance. Pest treatment shall include the building interior and exterior perimeter areas (doors, esplanade, and preventive treatment up to twelve (12) feet from the building facility). All routine services are to include “pest, insect and rodent control” and shall be conducted as agreed upon schedule between the Contractor and HCC’s Project Manager per location/facility.
3. Implement integrated pest control management for pest monitoring via the inspection for wood destroying insects and herbicides. The Contractor must be able to control wood boring termite infestations in all buildings. Contractor will be able to perform termite treatment on an “as needed” basis for any HCC location determined to be infested with termites, derived by inspection services. For each occurrence, the Contractor shall supply HCC with a written proposal for as needed termite treatments for approval.

2.5 Pests to be Included – Contractor, in strict compliance with all city, state and federal laws, regulations and codes for pest control, shall adequately suppress the following pests:

1. Indoor populations of commensal rodents (e.g., Norway and roof rats, house mice), cockroaches (all species), gnats, ants (including, but not limited to, fire ants, and pharaoh ants), crickets, flies, spiders and any other arthropod pests not specifically excluded from the contract.
2. Populations of the above pests which are located immediately outside of the specified buildings, but within the property boundaries including areas within 12 feet of treated buildings.
3. Winged termite swarm emerging indoors should be knocked down; carpenter ants and bees emerging indoors shall also be treated on “as needed” basis.
4. Mosquitoes will be treated at particular target areas of concern indoors in coordination with local government applications.
5. Individuals of all excluded pest populations that are incidental invaders inside buildings.
6. Abatement and/or exclusion work for pigeons, bats, snakes or other animals of nuisance shall be rendered on an “as needed” basis; Contractor shall submit a proposal for such services and get authorization by the HCC Project Manager.
7. Birds, bats, raccoons, snakes and all other than commensal rodents are to be properly removed/disposed of only when inside the building structure. Contractors may assign their own personnel or subcontract this support to appropriately licensed entity. Trapping programs for such shall take place on an “as needed” basis with approval from HCC.

2.6 Pests to be Excluded – Contractor shall exclude pests that primarily feed on outdoor vegetation. The Contractor must leave the work area free of any debris and dispose of all generated waste including

rodents and large insects.

The contractor shall use only chemicals that comply with any and all state and federal regulations existing or hereafter enacted during the term of this contract.

There shall be no additional charge for extermination services needed between regularly scheduled treatment dates, if areas require contractor to return for retreatment of a facility. Service shall be provided within eight (8) hours from date problem is reported to the contractor.

2.7 Exterior Treatments - Complaints of infestations other than German roaches generally arise from pests that are invading buildings from the exterior landscape. The exterior treatment will consist of inspecting building exteriors and areas adjacent to the structures. During this inspection, insect resource and reservoir sites will be identified and serviced in an appropriate manner up to 5 feet off a building. Servicing may include residual spot treatment, baiting, granulation, or other applications as required. Additionally, but not be limited to, conditions conducive to insect/rodent habitation will be identified and reported to HCC Project Manager.

2.8 Interior Treatments - Interior treatment will involve a visual inspection of buildings on each campus in the HCC System. Special attention will be given to food handling, physical plant, lounge, multi-purpose rooms, gym, and restroom facilities. Monitors will be placed in discreet areas where infestations are most likely to occur. When activity is observed, treatment will be rendered using nonchemical methods when possible and chemical methods when required. Additionally, but not be limited to, conditions conducive to insect/rodent habitation will be documented and reported to HCC Project Manager. These methods are to ensure that chemicals (if needed) are applied to areas where insect breed/harbor, and virtually eliminate odors and chemical exposures normally associated with Pesticide applications.

2.9 Pesticide Use – The Contractor shall adhere to the following rules for pesticide use:

1. Approved Products. Contractor shall not apply any pesticide product that has not been submitted with their proposal, or approved in writing by HCC.
2. Pesticide Storage. Contractor shall not store any pesticide product on any HCC Premises.
3. Application by Need - Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventative pesticide treatments of areas where surveillance indicates a potential insect or rodent infestation are acceptable on a case-by-case basis. Written approval must be granted by HCC's Project Manager prior to any preventative pesticide application. When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
4. Insect Control by Alternative Methods - The Contractor will use non-pesticide methods of control whenever possible.

For example:

- a) *Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of insect infestations.*
 - b) *Spiders in webs will be physically removed using brooms, etc., rather than pesticide sprays.*
5. When it is determined that a pesticide application is necessary, the following rules will apply:
 - a) Crack and Crevice Applications. As a general rule, the Contractor shall apply insecticides as "crack and crevice" treatments only. Crack and Crevice is defined in this contract as

treatments in which the formulated insecticide is not visible to a bystander before, during, or after the application process.

- b) Insecticide Bait Formulations - Bait formulations shall be the primary means for indoor insect control.
 - c) Monitoring - Sticky traps shall be used to guide and evaluate indoor insect control efforts whenever necessary.
 - d) Application of Insecticides to Exposed Surfaces or as Space Sprays - Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where alternative measures are practical. Contractor shall obtain approval of the Project Manager prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant occupants are present. Contractor shall take necessary precautions to ensure student and staff safety, and necessary steps to ensure containment of the pesticide to site of application.
6. Rodent Control
- a) Indoor Trapping. Rodent control inside occupied buildings will be accomplished using trapping devices only. Traps will be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and to her operations. Traps will be checked on a schedule approved by the Project Manager. Contractor will be responsible for disposing of trapped rodents and rodent carcasses in an appropriate manner.
 - b) Use of Rodenticides. Rodenticides, regardless of packaging, shall be placed in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA approved tamper resistant bait boxes.
 - c) Use of Bait Boxes. Frequency of bait box servicing will depend upon the level of rodent infestation. Bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms.
 - d) Loading Dock Areas: Contractor shall include all loading docks in their scope of services. Contractor shall install (at the start of the contract) and maintain on a monthly basis trapping devices and/or bait boxes whichever best suits the need to control rodents in these areas in order to prevent future infestations.
7. When the Use of Bait Boxes is needed the Contractor will adhere to the following seven points:
- a) Bait boxes will be placed out of the general view, in locations where they will not be disturbed by routine operations.
 - b) Lids of all bait boxes shall be securely locked or fastened shut.
 - c) Bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so the box cannot be picked up or moved.
 - d) Bait shall be secured (with wire or other appropriate means) within the bait box within the baffle protected feeding chamber of the box, and never in the runway of the box.
 - e) Bait boxes will be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and servicing.
 - f) In order to measure effectiveness of rodenticide baiting programs, on each service visit Contractor will record bait consumption for each bait station serviced. Bait consumption reports will be forwarded to HCC's Project Manager.
 - g) Contractor will be responsible for disposing of trapped rodents and rodent carcasses in an appropriate manner.

2.10 Logbook Tracking System - Control measures prescribed above will be supplemented with a

Logbook Tracking System. This is to insure the establishment of a detailed program, ensure continuity of service, and provide a communication instrument between each College Campus Manager or designee and the pest control contractor.

- 2.11 Logbook – The Contractor shall be responsible for maintaining a logbook, in a yellow three-ring binder, for each building or site specified in this contract. Sample logbook must be provided with proposal.

The logbook shall be kept on each HCC property in the Campus Manager's Office and maintained on each visit by the Contractor. Each logbook shall contain the following items and records:

- 1 Copy of approved IPM Plan specifically for that building.
- 2 Labels and SDS sheets for all pesticides used in and around the building.
- 3 Brand names of all devices and equipment used in and around the building.
- 4 Service schedule specifically for that building/site.
- 5 Record of all staff notifications or complaints of pest sightings, pesticide applications or other related issues.
- 6 Record of all service activities occurring during each visit to the building.
- 7 Record of arrival and departure times with service technician's signature for each.
- 8 Copy of Contractor's Service Report Form documenting all information on pesticide applications, pest sightings, sanitation/environmental status and building maintenance needs.

At each campus and administrative site, the contractor will maintain separate logbook tracking systems for food service areas/cafe. Copies of each inspection report will be forwarded to each Campus Manager and the Project Manager. Sample tracking system must be provided with proposal.

- 2.12 Quality Control Program – The Contractor shall establish a complete quality control program to assure the requirements of the contract are being provided as specified. Within five working days prior to the effective date of the contract, the Contractor shall submit a copy of this program to the College. The program shall include the following items:

- 1 Inspection System: Contractor shall employ the school integrated pest management inspection process as outlined on the Texas A&M AgriLife Extension web site <http://schoolipm.tamu.edu/forms/ipm-inspection-monitoring-and-sighting-logs/> and make use of all recommended logs. Inspection logs should be submitted to the Project Manager no less than quarterly. However, any conditions which become apparent during routine service visits which need HCC correction should be documented and submitted to the Project Manager immediately.
- 2 Quality Control Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include all buildings or sites serviced by Contractor as well as every task required to be performed. Copies of each Quality Control Checklist must be forwarded to HCC's Contract Administration via email at hcc.contracts@hccs.edu.
- 3 Quality Control File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the College upon request.
- 4 Inspectors: Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections. HCC prefers that a Quality Assurance Manager, Technical Director, or Entomologist will make quality assurance inspections of all sites included in the solicitation.

- 2.13 Quality Assurance - Annual summaries of service history shall be made in writing to HCC's Contract Administration and Project Manager. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or HCC identifies the deficiencies.
- 2.14 Orientation - The pest control contractor's Technical Director or Entomologist will conduct in service training seminars for appropriate HCC employees in order to ease implementation of an IPM program. This seminar will also instruct College staff on pest recognition and sanitation enhancement.
- 2.15 Service Personnel - Service shall be performed by a trained Texas State Certified Technician, who will report to the individual HCC Campus Manager responsible for that location at the beginning and end of each service call. A verbal and written report of findings and service will be provided at that time. As a minimum, two service representatives and one supervisor shall be familiar with Houston Community College System service specifications and available for service requests at each campus.
- 2.16 Housekeeping - If sanitation or other in-house factors become a problem to the extent that the pest control contractor cannot maintain an effective pest control program, the Contractor will inform the Campus Manager and/or Project Manager of these factors. HCC will ensure that these factors are corrected.
- 2.17 Property Changes - All facilities within Houston Community College shall be provided with pest control services in accordance with these specifications. During the period of the contract derived from this proposal, if additional building or facilities are built or acquired, the College may request pest control services for these building/facilities. The contract price may be increased in proportion to the original contract after mutual agreement between the vendor and the Procurement Operations Department. The same procedure shall be followed for decreasing the contract price if these services need to be discontinued for certain buildings/facilities. New construction and reconstruction are ongoing in the College System. Vendors should consider providing services at our sites from the time of occupancy.
- 2.18 Service Responsibility - Contractor shall have sole responsibility for manning services described in this solicitation and shall provide sufficient staff to meet the objectives of a 60 day IPM and Suppression Plan at all sites, buildings and/or facilities. If Contractor fails to meet project objectives/schedule, the Contractor shall increase the number of staff to achieve project objectives.
- It is recommended that the Contractor provide a minimum of one (1) working supervisor and one (1) technician full time to the College
- 2.19 Licensing - Throughout the term of this contract, the Contractor shall maintain a current business license issued by the TDA. In addition, all Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed). At least one (1) assigned staff member should hold a certified commercial applicators license; the others may be commercial licensed technicians. Unlicensed applicators or technicians shall not be permitted to provide service to the College under this contract. A copy of each of your current licenses is required with proposal submission.
- 2.20 Category - A structural pest control category as determined by the TDA and defined by Texas Administrative Code (TAC), Title 4, Part 1, Chapter 7, Subchapter H, Division 2, and Rule 7.125. Individuals performing pest control services are required by TDA to be licensed in each category of service being performed. The categories are: pest control, termite control, lawn and ornamental, structural fumigation, commodity fumigation, weed control and wood preservation.

2.21 Service Hours - Contractor shall perform routine pest control services only during times when students are not expected to be present for normal academic activities for at least 12 hours after the application. The exceptions are areas that can be secured from student access and emergencies. Work done in Child Care Areas and food preparation areas must be coordinated with HCC's Campus Managers at that location, and must in every way comply with all applicable health regulations.

In the event of a possible need for an emergency treatment, Contractor shall work with the Project Manager to determine whether an emergency situation exists before applying any pesticides. In such cases, pesticides may be applied only to local area of infestation if students are present or, if less than 12 hours will elapse before students are expected to be present. Actual normal work hours of assigned technicians will be negotiated with Contractor as part of monthly schedule. In the event of such an emergency treatment, Contractor will maintain records of the reasons for such treatments for the period prescribed by law. Copies of these records shall be provided to the Project Manager and Contract Administration.

Those services determined by the designated HCC representative to be hazardous or detrimental to the health of HCC students, staff or public or negatively affect HCC operations shall be deemed as emergency services.

2.22 Service Records - Contractor shall maintain records of all work performed and provide an updated work database for all College facilities on an annual basis. This database shall be contained in spreadsheet format and delivered on computer disc and in hard copy format to HCC Contract Administration no later than January 31st of each year.

2.23 Reports for HCC's Project Manager – A consolidation of site plans which shall include descriptions of service methods of control for each site shall be provided to the Project Manager. One set of SDS sheets and labels is sufficient. Additionally, copies of Contractor's completed Service Report Forms shall be provided to the Project Manager at least once a month.

2.24 Sign Postings - Contractor shall fulfill all obligations with regard to posting, as required by the TDA. The College will allow Contractor to permanently post, in a prominent location, pest control signs for routine service. The signs shall be provided by Contractor to fulfill their obligations under Texas laws and regulations. In the event of emergency applications, Contractor will display the pest control sign for that specific application in a prominent location at the time of treatment.

2.25 Complaints - Should the College, at any time, become dissatisfied with Contractor's pest control services, Contractor shall be notified in writing by the Project manager and/or Contract Manager specifying the problems that occurred. The notice will detail the problems and site(s) which are experiencing the problems. Contractor will be required to contact the Project Manager to discuss possible solutions. Contractor will be given a date by which a written response, with the proposed solutions, must be submitted. The College has the right to have Contractor's employee removed or reassigned from College campuses, if required.

2.26 Service Evaluation - The College will continually evaluate the progress of services provided as specified within this contract in terms of effectiveness and safety and will require such changes as are necessary. Contractor shall take prompt action to correct all identified deficiencies.

2.27 Uniforms - All Contractor personnel working in or around buildings designated under this contract shall wear distinctive Contractor uniforms with photo identification badge at all times. Furthermore, service technicians MUST identify their presence to each Campus Manager's office upon their arrival and sign the visitor log before beginning any work at the site. Contractor shall determine the necessity for and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to

Occupational Safety and Health Administration (OSHA) standards for the products being used.

- 2.28 Health and Safety - Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the College harmless for any action on its part or that of its employees that results in illness, injury or death. Contractor is responsible for having all insurances required by state statutes in affect and *shall provide the College with proof of insurance.*
- 2.29 Vehicles - Contractor shall be responsible for service technicians' transportation to and from sites to be serviced. Contractor's vehicles shall be identified in accordance with state and local regulations and shall be operated in a safe manner on HCC property. Vehicles must meet Texas Department of Transportation
- 2.30 Emergency Service - Emergency service for covered areas and pests shall be addressed within 8 working hours of receipt of request at no additional charge. (Normal working hours are defined as 8 AM to 5 PM, Monday through Friday, holidays excepted.)
- 2.31 Warranty - Regular services for covered pests will be warranted for 30 days after treatment.

Balance of page intentionally left blank.

SECTION 5. PRICE PROPOSAL

Pricing submission: Respondent has option to submit pricing to all or to each group listed below. However, each group must be completed in its entirety for consideration.

Signature is required at the end of this Section 5. Price Proposal

GROUP - A

Administration	Address	Sq. Ft.	Monthly Cost	Annual Cost
Administration Building- office space	3100 Main St, 77002	520,515	\$	\$
Parking Garage Retail/ Office Space	3220 Main St. 77002	27,983	\$	\$
Total Square Footage / Contract Price for Administration Buildings		548,498	\$	\$

GROUP - B

Central College	Address	Sq. Ft.	Monthly Cost	Annual Cost
J Don Boney Bldg.	1215 Holman St A, 77004	35,000	\$	\$
Business Center (BSCC)	1215 Holman St B, 77004	48,846	\$	\$
Curriculum Intervention Center	1215 Holman St C, 77004	2,000	\$	\$
Fine Arts Center	3517 Austin St, 77004	75,000	\$	\$
Heinen Theater	3517 Austin St, 77004	18,000	\$	\$
J. B. Whitely Bldg.	1301 Alabama St, 77004	102,000	\$	\$
San Jacinto Memorial	1300 Holman St, 77004	172,000	\$	\$
Science & Learning Hub	1300 Holman St, 77004	120,000	\$	\$
Staff Instructional Services	3821 Caroline St, 77004	21,800	\$	\$
Caroline Annex	4115 Caroline St, 77004	1,000	\$	\$
Crawford Annex	3412 Crawford St. 77004	2,320	\$	\$
Theater One	3816 Caroline St, 77004	21,900	\$	\$
Educational Development Center	3214 Austin St, 77004	40,845	\$	\$
Fannin Building	3601 Fannin, 77004	24,924	\$	\$
Central Cooling Water Plant	1318 Alabama St, 77004	350	\$	\$
Willie Gay Hall	1990 W. Airport Blvd, 77004	39,000	\$	\$
Total Square Footage / Contract Price for Central College		724,985	\$	\$

GROUP - C

Coleman College	Address	Sq. Ft.	Monthly Cost	Annual Cost
Coleman Health Science Center	1900 Pressler Dr., 77030	140,000	\$	\$
Total Square Footage / Contract Price for the Coleman		140,000	\$	\$

GROUP - D

Northeast College	Address	Sq. Ft.	Monthly Cost	Annual Cost
Automotive Tech. Training Ctr. A	4638 Airline Dr, 77022	53,658	\$	\$
Automotive Tech. Training Ctr. B	4638 Airline Dr, 77022	18,401	\$	\$
Northline	8001 Fulton, 77022	118,000	\$	\$
Pinemont Center	1265 Pinemont Dr, 77018	51,368	\$	\$
Codwell Hall	555 Community College Dr, 77013	76,000	\$	\$
Roland Smith Truck Driving Ctr.	555 Community College Dr, 77013	13,000	\$	\$
Public Safety Shooting Range	555 Community College Dr, 77013	21,026	\$	\$
Science & Technology Bldg	555 Community College Dr, 77013	50,400	\$	\$
Learning HUB	555 Community College Dr.,77013	90,000	\$	\$
Central Chiller Plant	555 Community College Dr. 77013	10,000	\$	\$
External Showers	555 Community College Dr, 77013	480	\$	\$
North Forest (both bldgs.)	6610 Little York, 77016	43,000	\$	\$
Total Square Footage /Contract Price for Northeast College		545,333	\$	\$

GROUP - E

Northwest College	Address	Sq. Ft.	Monthly Cost	Annual Cost
Spring Branch	1010 and 1050 West Sam Houston Pkwy, 77043	132,792	\$	\$
Science Building/ Retail Space	1080 West San Houston Pkwy, 77043	30,687	\$	\$
Performing Arts Ctr.	1060 West Sam Houston Pkwy, 77043	26,570	\$	\$
Katy Campus	1550 Fox Lake Dr., 77084	108,503	\$	\$
Alief Hayes Rd.	2811 Hayes Rd, 77082	245,741	\$	\$
Alief Continuing Education	13803 Bissonnet St, 77072	43,000	\$	\$
Alief Work Force	13803 Bissonnet St, 77072	17,220	\$	\$
Total Square Footage / Contract Price for Northwest College		604,513	\$	\$

GROUP - F

Southeast College	Address	Sq. Ft.	Monthly Cost	Annual Cost
Angela Morales Bldg.	6816 Rustic St, 77087	60,640	\$	\$
Felix Morales Bldg.	6815 Rustic St, 77087	54,345	\$	\$
Learning Hub	6815 Rustic St., 77087	90,000	\$	\$
Workforce Bldg.	6815 Rustic, 77087	64,422	\$	\$
Office Space – 1 st Floor Parking Garage	6960 Rustic Street, 77087	12,492	\$	\$
Felix Fraga Building	301 N. Drennan St., 77003	65,000	\$	\$
Total Square Footage / Contract Price for Southeast College		338,507	\$	\$

GROUP - G

Southwest College	Address	Sq. Ft.	Monthly Cost	Annual Cost
West Loop Center	5601 W. Loop S., 77081	239,907	\$	\$
Gulfton Center	5407 Gulfton Dr, 77081	35,500	\$	\$
Scarcella Science & Tech Ctr.	10141 Cash Rd, 77477	75,000	\$	\$
Stafford Learning HUB	10041 Cash Rd., 77477	120,000	\$	\$
Fine Arts Center	9910 Cash Rd., 77477	34,087	\$	\$
Applied Technology Ctr.	4014 Bluebonnet Dr, 77477	9,044	\$	\$
Missouri City – Sienna Plantation	5855 Sienna Springs, 77459	48,456	\$	\$
Total Square Footage / Contract Price for Southwest College		561,994	\$	\$

GROUP - H

Miscellaneous Facilities: Parking Garages, Warehouses and Mechanical Rooms	Address	Sq. Ft.	Monthly Cost	Annual Cost
Warehouse: Fannin Bldg. B	9424 Fannin St, 77004	57,674	\$	\$
Warehouse: Fannin Bldg. D	9424 Fannin St, 77004	66,571	\$	\$
Warehouse	1102 Delano	40,000	\$	\$
Mechanical Rooms Floors – 13th & 14th– System	3100 Main Street, 77002	39,919	\$	\$
Fine Arts Parking Structure	3517 Austin St, 77004	*	\$	\$
Parking Structure	3220 Main St, 77002	*	\$	\$
Parking Structure (Hayes Rd)	2811 Hayes Rd., 77082	*	\$	\$
Parking Garage West Loop	5601 W. Loop S., 77081	*	\$	\$
Parking Garage Southeast Campus	6960 Rustic Street, 77087	*	\$	\$
Total Square Footage		39,919	\$	\$

Please note the following:

Warehouses – Interior & Exterior treatment is required (Delano warehouse exterior only)

*Parking structures – some of our parking structures have occupied office / classroom space areas on the first floor, treatment for said space shall be included, (these areas have been included in above square footage for that campus)
pest control treatment shall include all stairwells and elevator landings.

SUMMARY

Pricing Totals	Monthly Amount	Annual Amount
GROUP - A System Administration	\$	\$
GROUP - B Central College	\$	\$
GROUP - C Coleman College	\$	\$
GROUP - D Northeast College	\$	\$
GROUP - E Northwest College	\$	\$
GROUP - F Southeast College	\$	\$
GROUP - G Southwest College	\$	\$
GROUP - H Miscellaneous Facilities	\$	\$
TOTAL	\$	\$

For this Section 5 - Price Proposal:

Name:	
Title:	
Date:	
Signature:	

Balance of page intentionally left blank.

**ATTACHMENT NO.: 1
HOUSTON COMMUNITY COLLEGE
REQUEST FOR PROPOSALS PROPOSAL
CONTRACT AWARD FORM**

PROJECT TITLE: Pest Management Services

PROJECT NO.: RFP 16-09

Name of Proposer/Contractor: _____

Federal Employer Identification Number _____
(Note: please refer to RFP- Summary, Section 11: Vendor Registration)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

In compliance with the requirements of this Request for Proposals for providing _____, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the 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 and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

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

Title: _____
(Type or Print)

State of _____

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

this _____ day of _____, 2016.

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 _____



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 RFP, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then the RFP 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 _____, 2016.

**ATTACHMENT NO. 2
DETERMINATION OF GOOD FAITH EFFORT
HCC PROJECT NO. RFP 16-09**

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. 3 and No. 4)

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

Section 2.

In making a determination that a good faith effort has been made, HCC requires the 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

**ATTACHMENT NO. 3
SMALL BUSINESS UNAVAILABILITY CERTIFICATE
HCC PROJECT NO. RFP 16-09**

I, _____, _____, of
 (Name) (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
1.					
2.					
3.					
4.					
5.					
6.					

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

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

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

Signature: _____

**ATTACHMENT NO 5
PROPOSER CERTIFICATIONS
HCC PROJECT NO.: RFP 16-09**

1. NON-DISCRIMINATION STATEMENT:

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

2. BLACKOUT PERIOD COMPLIANCE:

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

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

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

3. ASSURANCE OF SBDP GOAL:

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

Small Business Participation Goal = _____

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

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the 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, 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 _____, 2016.

Notary Public for the State of: _____

**EXHIBIT 2 - TO ATTACHMENT NO 5
PROHIBITED CONTRACTS/PURCHASES
HCC PROJECT NO. RFP 16-09**

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

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

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

Definitions:

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

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

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

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

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

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

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

**ATTACHMENT NO 6
HCC PROJECT NO. RFP 16-09**

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

Adopted 8/7/2015

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

**ATTACHMENT NO 7
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
HCC PROJECT NO. RFP 16-09**

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

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

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

Section 1 - Disclosure of Financial Interest in the Vendor

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

Name: _____
 Address: _____

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

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

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

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

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

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

Section 2 - Disclosure of Potential Conflicts of Interest

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

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

Yes _____ No _____

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 _____

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

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

State of _____

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

this the _____ day of _____, 2016

Notary Public for the State of: _____

**ATTACHMENT NO 8
SERVICE AGREEMENT
HCC PROJECT NO. RFP 16-09**



Provided as separate Exhibit 1 to RFP