



PORT AUTHORITY OF SAN ANTONIO
REQUEST FOR PROPOSAL

LANDSCAPE MAINTENANCE

Response Submittal Deadline: 10/25/19
4:00 PM CST

SECTION 1 – Request for Proposals

PURPOSE

Port San Antonio (“The Port”) is soliciting Requests for Proposals (RFP) under both the Texas Professional Services Procurement Act “TPSPA”, and Texas Government Code Chapter 2254 and Texas Government Code Chapter 2269, to qualify firms for the selection of a provider that can: provide landscape maintenance.

This will be a “**one-step**” procurement pursuant to Texas Government Code Chapter 2269, Sections 2269.253 and 2269.254. It is the sole initial intent of this RFP to determine only the most qualified firm with the most cost-effective proposal to perform landscape maintenance.

1.1 General Instructions

Request for Proposal for Landscape Maintenance.

Port San Antonio (“The Port”) is redeveloping the former Kelly Air Force Base to its highest and best use, creating the conditions that maintain and grow quality jobs. The 1,900-acre site consists of an industrial airport, railport and mixed use-development. The Port is home to over 80 private and public organizations and 12,000 workers centered in the aerospace, logistics, manufacturing, government/military and other key industries. The Port has almost 8 million square feet of leased facilities that include hangars, workshops, warehouses, offices, educational/training centers and workforce housing. Future development areas include 360 acres of build-to-suit sites with access to Kelly Field, the Port’s industrial airport featuring the region’s longest runway, and over 150 acres for build-to-suit rail-served sites at East Kelly Railport, with access to Union Pacific and BNSF Railway trains supporting logistics and manufacturing operations.

The Port Authority of San Antonio (“Authority” and “Owner”) is requesting responses from qualified Landscape Professionals to provide bids for landscape maintenance at multiple commercial properties.

The awarded firm/team may be required to coordinate with the Authority and/or its consultants for all project related activities during the various assignments associated with this contract.

A mandatory site visit shall take place prior to 10/07/2019, at 10:00 AM CST in the Marketing Conference Room, at 907 Billy Mitchell Blvd., San Antonio, Texas 78226.

Responses to this RFP must be received by the Authority, Attn: Ashley Ramirez, no later than 4:00 PM CST, 10/25/2019. Any Response received after this time shall not be considered and will not be opened. The mailing address is as follows:

**Attn: Ashley Ramirez, Contracting Manager
Landscape Maintenance
The Port Authority of San Antonio
907 Billy Mitchell Blvd., Suite 100
San Antonio, TX 78226-1802**

The RFP response forms are represented herein the RFP and the attachments, which are to be completed and returned as part of responses. Where applicable, please use the enclosed current forms and organize the responses to this RFP in the order in which the forms are presented herein. Please **submit one (1) original and six (6) copies of the RFP response, and identify each as an original or copy accordingly.** Responses sent to the Authority are subject to disclosure pursuant to the Open Records Act, Government Code, Chapter 552. All timely responses become the property of the Authority upon receipt and shall not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where the confidential information is contained. The Authority, however, cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the Respondent may not be considered confidential under Texas law, or pursuant to a Court Order. The materials submitted must be enclosed in a sealed envelope box or container; the package must show clearly the submittal deadline; and the name and the return address of the Respondent must be clearly visible.

Respondents submitting qualifying responses, including their agents and representatives, shall not lobby or contact any member of the Authority Board of Directors or Authority Staff except in the course of the Authority-sponsored inquiries, briefing, interviews and presentations between the qualification statement submission date and award by the Authority Board of Directors. Questions regarding this solicitation will be directed, **in writing only**, to the Contracting Department, and may be submitted by email to: contractinginfo@portsanantonio.us; or by Fax to: (210) 362-7832. Include the title of this RFP Landscape Maintenance. Verbal questions are not permitted other than during Authority-sponsored inquiries, briefings, interviews and presentations. Any violation of this provision may result in disqualification of the submitting firm.

Entities submitting qualifying responses shall execute by signature the attached Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying and return the signed affidavit with their response.

The Authority reserves the rights to contact any Respondent for clarification after responses are open.

The selected Firm/Team will be required to execute a standard Authority professional services agreement.

The selected Firm/Team shall carry insurance in the types and amounts specified by the Authority for the duration of the Agreement and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof.

Respondent understands and agrees that this RFP is issued predicated on anticipated requirements for the Security Patrol Services, and that the Authority has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Questions concerning the projects included in this RFP are to be submitted in writing no later than 4:00PM CST 10/14/2019

Section 2. Scope of Work

2.1 Grass & Ground Cover Turf Maintenance: Contractor shall perform services as it is required to maintain all turf areas at the proper seasonal height. This should include edging, trimming, blowing, removal of excessive clumping and early season preparation.

2.2 Bed Maintenance: Bed areas shall have a defined edge and tree wells will be kept around trees to prevent bark damage.

2.3 Irrigation: Contractor shall maintain an automatic irrigation system. Contractor will ensure all spray heads provide proper coverage and set individual zones to accommodate the needs of each zone. Contractor will perform a monthly inspection of irrigation system. The Contractor will set and program controls for seasonal water requirements. A monthly irrigation report and an annual SAWS report must be provided by the Contractor.

2.4: Ant Control: Contractor will treat noticeable ant colonies in landscaped areas.

2.5 Shrub Care Shrubs and groundcovers will be maintained at their optimal shape and size according to the potential of the plant with seasonal blooming where applicable while also being mindful to keep walkways and entrances clear. These areas will be kept free of weeds and debris.

2.6 Tree Maintenance: Trees shall be free of suckers and low hanging limbs. Limbs must be eight (8) feet from the ground. Trees will be shaped according to horticultural practices. Gator tree watering bags will be utilized if needed.

2.7 Clean-Up: Leaves, clippings, litter, and trash must be picked up once per month in the spring and summer and twice a month in the fall and winter.

2.8 Plant Inspection: Inspections must be performed monthly to identify any issues that may need additional attention beyond the regular scheduled maintenance.

2.9 Pre-Emergent Weed Control: - Pre-emergent herbicide applied in the spring and fall to lawn areas to inhibit weed germination.

2.10 Post-Emergent Weed Control: - Two applications of herbicides to be applied to lawn areas to kill established weeds.

2.11 Mulch: four (4) times per year

ADDITIONAL PRICING

2.12 Lawn Fertilizer: Please provide pricing for one treatment for each property of fertilizer for lawn areas. Contractor will use proper fertilizer according to the requirements of the type of turf and growing conditions. Contractor will make recommendations of when this is needed.

2.13 Shrub & Ground Cover Fertilizer: Please provide pricing for one treatment for each property of fertilizer for shrub and ground cover. Contractor will use proper fertilizer according to the requirements of the type of turf and growing conditions. Contractor will make recommendations of when this is needed.

2.14 Insect Control: Please provide pricing for one insect control treatment for each property for trees and shrubs. During contract, contractor will make recommendations of when this is needed.

2.15 Bldg 43 Trash Pickup: two (2) times per week.

2.16 Annual Tree Trimming: Please provide pricing for Class II tree trimming at each property that will require it.

2.17 Initial Irrigation Repairs/Installation: Please provide pricing for intensive repairs to systems at 903-927 complex; Bldg 145d and Bldg 43.

******* MUST PROVIDE ANNUAL MAINTENANCE VISIT SCHEDULE WITH BID**

This bid will not be awarded on an all or none basis.

Please fill in the base cost; estimated routine irrigation repairs/plant replacement; and irrigation rehab/install for Bldg 43, 903-927 and Bldg 145d.

Price over original term and option periods	Bldg 43	Bldg 903-927	Bldg 930-940	Bldg 145d	Bldg 220	Bldg 99
Base Service						
Irrigation Repairs and Plant Replacement IDIQ						
Lawn Fertilizing						
Shrub and Ground Cover Fertilizer						
Insect Control						
Annual Tree Trimming						
Trash Pick Up – 2 Times a week		X	X	X	X	X
Irrigation Rehab/Install			X		X	X

Section 3 - Notice to Respondents

Authority is accepting proposals from qualified firms/teams in accordance with the terms, conditions and requirements set forth in this Request for Proposal ("RFP"). This RFP provides sufficient information for interested parties to prepare and submit responses for consideration by the Authority. All provisions in Respondent's qualifications statement, shall remain valid for ninety (90) days following the deadline for submissions or, if a response is accepted, throughout the entire term of the contract.

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

Section 4 – Commitment

Respondent understands and agrees that this RFP is issued predicated on anticipated requirements for the Security Patrol Services, and that the Authority has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Section 5 – Selection Criteria

5.1 Selection Criteria

The Authority will conduct a comprehensive, fair and impartial evaluation of all responses received in response to this RFP. Responses will be evaluated by the appropriate Authority staff for the purpose of seeking the proposal that provides the best overall value to the Authority. The criteria for evaluation of responses, and selection of the qualified respondent(s), will be based on the factors listed below. If the Authority elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria. The Authority may also request additional information from Respondents at any time prior to final approval of a selected Respondent. Respondents are requested to submit a complete response to each of the following Criteria. Responses requiring additional space should be brief and submitted as an attachment to your submittal package. Please reference each response by its corresponding item number. ***Authority reserves the right to select one or more, or none of the Respondents to provide the services.*** Final approval of a selected Respondent is subject to the action of the Port Authority's Board of Directors.

Note: Please divide your proposal into the following sections.

No. 1 - CRITERION: Qualifications and Experience (maximum points – 35)

- Current clients
- Type of campuses
- Longest contract term
- References
- Any other information you feel necessary

No. 2 - CRITERION: Staffing Capabilities (maximum points – 20)

- How big is your staff?
- How many fulltime vs. part time employees
- Do you have a certified arborist on staff?
- Do you provide training to your staff?
- Do you perform background checks?
- Any other information you feel necessary

No. 3 - CRITERION: Cost for providing landscape services (maximum points – 35)

No. 4 - CRITERION: Approach to obtaining SMWBE Participation (maximum points – 10)

- a. It is the policy of the Authority to involve qualified small business and local business enterprises to the fullest extent possible.
- b. Only companies certified as SBE, MBE, WBE, AABE or DBE through a State Authorized Certification Agency or the South Central Texas Regional Certification Agency (SCTRCA) or other approved agency (State of Texas HUB Certification etc.) can be applied toward the contracting goals. Proof of certification must be submitted utilizing, in part or in whole, an SBE, MBE, AABE, WBE or DBE firm to receive any points under this criteria. If not certified, please call the SCTRCA at (210) 227-4722.
- c. **The Respondent should describe the method of obtaining SMWBE participation in this project. Examples should be provided of past uses of this approach.**

ATTACHMENT 1 - AFFIDAVIT

Entities submitting qualification statements, including their agents and representatives, shall not lobby or contact any member of the Authority Board of Directors or Authority Staff except in the course of the Authority-sponsored inquiries, briefings, interviews and presentations between the qualification statement submission date and award by the Authority Board of Directors. Any violation of this provision may result in disqualification of the submitting firm. Entities submitting qualification statements shall execute by signature the attached Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying and return the signed affidavit with their response. The Affidavit form follows:

**ENTITY'S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR
Landscape Maintenance**

- (1) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other entity submitting a qualification statement on this project or potential participant in this procurement action in regard to the terms or conditions of this qualification statement. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other entity submitting a qualification statement on this project or potential participant in this procurement action, any money or anything of value in return for assistance in obtaining or attempting to obtain the contract anticipated to result from this procurement action. I will not pay any money or anything of value in the future for that purpose.
- (2) None of the deciding factors set forth in the Request for Proposals (RFP) or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a public meeting.
- (3) No officer or stockholder of my company is an employee of the Authority, or is related to any employee or elected official of the Authority that will exercise authority in the selection of the project consultant.

(4) My agents, representatives, sub-consultants and I will not undertake any activities or actions to promote or advertise my proposal to any member of any technical evaluation team reviewing the proposals, member of the Authority Board or Authority Staff except in the course of Authority-sponsored inquiries, briefings, interviews or presentations between the qualification/proposal statement submission date and award by the Authority.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

State Tax ID No.: _____

ATTACHMENT 2 – INSURANCE REQUIREMENTS

Prior to the commencement of any work under this Contract, consultant shall furnish a completed Certificate of Insurance to the Contracting Office, 907 Billy Mitchell Blvd, San Antonio TX 78226. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The AUTHORITY shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the Contracting Office, and no officer or employee shall have authority to waive this requirement.

The AUTHORITY reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the Authority's Contracting Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance, will the AUTHORITY allow modification whereupon the AUTHORITY may incur increased risk.

A consultant's financial integrity is of interest to the AUTHORITY therefore, subject to consultant's right to maintain reasonable deductibles in such amounts as are approved by the AUTHORITY, consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the AUTHORITY, in the following types and amount

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	500,000/500,000/500,000
3. Commercial General (public) Liability Insurance to include coverage for the following:	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and Property
a. Premises operation	<u>D</u> amage of \$1,000,000 per occurrence
b. Independent contractor's	
c. Products/completed operations	

d. Contractual liability

4. Business Automobile Liability	1,000,000 combined single limit any one accident
5. Professional Liability (applicable)	1,000,000 per claim and 1,000,000 aggregate
6. Excess Umbrella Liability	2,000,000 per claim and 2,000,000 aggregate

The AUTHORITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the AUTHORITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the AUTHORITY, the consultant shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

Consultant agrees that with respect to the above required insurance, all insurance Contracts and Certificate(s) of Insurance will contain the following required provisions.

- Name the AUTHORITY, the AUTHORITY and its officers, employees, and elected representatives as additional insured's with respect to operations and activities of, or on behalf of, the named insured performed under Contract with AUTHORITY, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the AUTHORITY where the AUTHORITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the AUTHORITY.

Consultant shall notify the AUTHORITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) day notice for cancellation due to non-payment of premiums, which notice must be

accompanied by a replacement Certificate of Insurance. All notices shall be given to the AUTHORITY at the following address:

**Port Authority of San Antonio
907 Billy Mitchell Blvd
San Antonio, Texas 78226-1802**

If consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the AUTHORITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the AUTHORITY is an alternative to other remedies the AUTHORITY may have, and is not the exclusive remedy for failure of consultant to maintain said insurance or secure such endorsement. In addition to any other remedies the AUTHORITY may have upon consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the AUTHORITY shall have the right to order consultant to stop work hereunder, and/or withhold any payment(s) which become due, to consultant hereunder until consultant demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which consultant may be held responsible for payments of damages to persons or property resulting from consultant's or its sub-consultants' performance of the work covered under this Contract.

ATTACHMENT 3 – FORM A - GENERAL INFORMATION

PRIME FIRM - GENERAL INFORMATION:
Project Name: **LANDSCAPE MAINTENANCE**

Form "A"

Firm Name: _____

Firm Address: _____

Headquarters Address (For parent company other than above listed firm): _____

Office Telephone # _____

Fax Telephone # _____

Federal Tax I.D. No. _____

If Joint Venture, Name Participating Firms and Percentage Control. % Control

Firm A:

Firm B:

If you are submitting as a joint venture, the following information should be completed for each of the joint venture firms.

YEARS IN BUSINESS:

Number of years firm in business: _____

Type(s) of Organization(s): (Individual, Partnership, or Corporation) _____

Date(s) of Organization: (Month and Year) _____

Name and Date of Predecessor Organization(s): _____

OFFICE PERSONNEL

List principals and titles:

Personnel other than Principals:

Total number of employees in firm(s): _____

Number of other professionals: _____

Number of support personnel: _____

SMWVBE CERTIFICATION OF PRIME FIRM OR JOINT VENTURE

Attach copy of SBE/MBE/WBE or VBE certificate indicating certification is current or provide certification number(s).

SUBCONSULTANT INFORMATION

Attach a letter from each sub consultant on the proposed team, confirming that they have been contacted and are prepared to provide services for the project.

OTHER CONSIDERATIONS

1. Does your firm have and generally carry:

- Worker’s Compensation and Employers’ Liability Insurance
 Yes No; if yes, please state limits: _____

- Commercial General Liability Insurance
 Yes No; if yes, please state limits: _____

- Business Automobile Liability Insurance
 Yes No; if yes, please state limits: _____

- Professional Liability Insurance
 Yes No; if yes, please state limits: _____

2. Describe the quantity and nature of any work, interest in work, partnership interest, land ownership or other interest in any project, property or business dealing within the proposed project area or past or current business relationship which may give rise to a potential conflict of interest for your firm or associated firms in the execution of this project.
