



## REQUEST FOR PROPOSALS (SPECIALIZED LANDSCAPING MAINTENANCE SERVICES)

Pursuant to the Boca Raton Airport Authority Procurement Code (the "Procurement Code"), the Boca Raton Airport Authority (the "BRAA") is seeking proposals from vendors with the following capabilities and qualifications:

- Experience performing landscaping services for large and diversely landscaped properties, including but not limited to mowing, edging, weed-trimming, and tree/shrub maintenance as described further below:
  - *Small Mower Areas* – Consists of airport frontage and airfield areas located on and off Airport property. These areas are within public view and should be maintained with the use of a small mower (i.e. 12-36" deck size).
  - *Bush Hog Mower Areas* – Consists of the turf areas located on Airport property within the proximity of the airfield. These areas are to be maintained with a bush hog mower.
  - *Retention Basins* – Consists of drainage areas located on Airport property and adjacent to Airport Road. These areas will require the combination of hand held trimmers, small mower and/or a bush hog mower.
  - *Edging/Trimming Areas* – All turf perimeters along and around walks, curbs, walls, monuments and all above ground infrastructure (i.e. airfield signs, navigational aids, fence, etc.) and trees will be edged or trimmed at each mowing cycle so as to produce a neat, well kept appearance.
  - *Tree/Shrub Maintenance Areas* – These areas will require periodic maintenance services such as trimming, pruning, weed control and general cleanup.
- Repairs and maintenance on and additions to irrigation systems.
- Experience, expertise and all necessary licensure for the storage and application of chemicals, fertilizer, defoliants and pesticides.
- Experience performing landscaping maintenance services at an Airport is preferred.
- Specialized training and knowledge of all relevant FAA and Airport operations and procedures is preferred.
- The ability to store all equipment dedicated to the performance of the above at the Airport.

- Equipment used to perform the above services must be used at the Airport, exclusively, unless prior approval is granted by the Authority.
- The ability to respond to emergency grounds maintenance issues with qualified personnel within one (1) hour.

(collectively, the "Work") The foregoing capabilities and qualifications must be performed by the vendor without the use of subcontractors or independent contractors.

### **Respondent Profile**

In submitting a response to this RFP (the "Proposal"), the Respondent shall be the person or legal entity who will be entering into the Agreement with the BRAA. Respondent may consist of any formal business entity authorized to do business in the State of Florida (i.e., Partnership, Corporation, Limited Liability Company, Joint Venture, Sole Proprietorship, etc). Respondent shall provide the BRAA with the following information:

- 1) The Respondent's legal name(s), headquarters address, local office address, state of incorporation, and key firm contact names.
- 2) A complete corporate or entity history of the Respondent, including date of incorporation or creation, name changes, dissolutions, reinstatements, etc.
- 3) The Respondent's federal ID number.
- 4) Whether the Respondent is legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida.
- 5) A complete list of employees of Respondent.

### **Proposal Requirements**

**Failure to provide the information required by Items 1 through 8 below by the deadline for submission may result in a finding of non-responsiveness by the BRAA. The BRAA will determine whether the Respondent and the Respondent's Proposal is responsive to the requirements specified herein. The BRAA reserves the right to waive minor technicalities or irregularities when it is in its best interest.**

Each Proposal shall include (for requirement nos. 2, 3, 4, 5, & 6, "Respondent" includes the principals of Respondent if Respondent is a joint venture, limited liability company or partnership, and the Respondent's shareholders owning greater than 10% of Respondent's stock if Respondent is a corporation):

- 1) **Summary of Experience and Qualifications** – A detailed summary of experience and qualifications to perform the Work, including any licenses, permits or training certifications necessary for the performance of the Work or indicative of the Respondents qualifications to perform the Work.
- 2) **Bankruptcy, Litigation & Contract Dispute Information** — Respondent is required to provide the BRAA with a complete list and description of all lawsuits, litigation, claims, arbitrations, and administrative hearings brought by or against the Respondent, its parent or subsidiaries, predecessor organizations, any of its wholly-owned subsidiaries, or any of its owners or officers during the last (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the matter or the current status if the matter is not final.
- 3) **Criminal History Information** — A complete list and description of all criminal proceedings or hearings concerning offenses in which the Respondent, its owners, officers, predecessor organization(s), or

wholly owned subsidiaries were defendants. Respondent shall include in this list any criminal proceedings or records that have been sealed by a court.

- 4) **Negative Contract Performance Information** — A complete list and description of all terminated or rescinded contracts to which Respondent was a party. This list must also include the circumstances under which the contract was terminated or rescinded. In addition to contracts that were terminated or rescinded, the list must include contracts pursuant to which Respondent was assessed liquidated damages as a result of delay or any other reason.
- 5) **Financial Terms** - Respondent must provide the BRAA with the financial terms of its proposal, including a description of all services included within lump sums, any applicable hourly rates for performance of the Work or some portion of the Work, estimates of the number of hours likely to be incurred per year (for each element of the Work for which it lists an hourly rate), an explanation of whether and how products, parts and equipment will be paid for by the Authority (and whether the Respondent will charge a mark-up on such products, parts and equipment), and any other aspect of the financial terms necessary for a full understanding of the financial proposal.
- 8) **Statement of Offer** – The Proposal must contain the following statement:

I, \_\_\_\_\_, as principal or agent of \_\_\_\_\_, hereby agree and certify that this Proposal constitutes an offer to the BRAA to perform the Work set forth in the RFP in accordance with the General Conditions and industry standards. This offer shall remain open until November 17, 2010, or until the RFP is awarded, whichever occurs first.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Proposal Instructions**

Written Proposals shall be limited to a maximum of fifteen (15) pages, excluding financial information and litigation and other contract dispute information.

Submit Ten (10) complete copies of all requested material to:

Boca Raton Airport Authority  
3701 FAU Blvd., Suite 205  
Boca Raton, Florida 33431

**RE: RFP #2010-BRAA-002**

**BRAA MUST RECEIVE PROPOSALS NO LATER THAN 4:30 P.M., EASTERN STANDARD TIME (“EST”), ON SEPTEMBER 24, 2010.** BRAA will not accept electronically transmitted, late, or misdirected proposals. Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure

delivery to the above address. The time and date for receipt of Proposals will be strictly observed. The BRAA will not be responsible for late deliveries or mail delays. Each Proposal will be time/date stamped upon receipt. Proposals received after the specified time and date shall be returned unopened.

### **Cone of Silence**

As provided in the Procurement Code, the Cone of Silence, which restricts communications with the BRAA or any of its members, the Airport Manager or any of the Airport Manager's staff, consultants or agents, is in effect as of the time of advertisement. **VIOLATION OF THE CONE OF SILENCE IMMEDIATELY AND PERMANENTLY DISQUALIFIES RESPONDENTS OR POTENTIAL RESPONDENTS FROM CONSIDERATION IN THIS RFP.** Please review the Procurement Code for further details. It is the responsibility of the Respondent and potential Respondents to become familiar with the Cone of Silence. The Cone of Silence terminates when the Airport Manager takes action that ends the solicitation. The Procurement Code can be found online at [www.bocaaairport.com](http://www.bocaaairport.com).

### **Selection Process**

The BRAA will be responsible for selecting from among the Proposals received. It is anticipated, but not required, that the process of evaluation for this RFP proceed in the following manner:

**Review of Proposals:** The Airport Manager will first review each Proposal for responsiveness to the terms and conditions of the RFP. The Airport Manager reserves the right to reject any and all Proposals and to waive any minor irregularities or technicalities. The Airport Manager shall have the right to inspect the facilities and organization of any Respondent, to make inquiries, to ask for further information, or to take any other action to determine the best Respondent and Proposal for the performance of the Work. The Airport Manager shall have the right to extend the date for the receipt of Proposals and all other dates set forth in this RFP. The Airport Manager has the right to increase, decrease and adjust the Proposal Requirements hereunder.

**Interviews/Selection:** Each responsive Respondent will be interviewed by the Procurement Committee. After interviews have been conducted, the Procurement Committee will select the Proposal which represents the Best Value to the Authority, as defined in the Procurement Code.

### **Evaluation Criteria**

The Procurement Committee will select from among the responsive Respondents based upon the following weighted evaluation criteria:

**65% — Financial Terms**

**35% — Capability, Reliability and Experience**

### **Instructions and Information for Respondents**

#### **Proposals at Respondent's Expense**

Each Respondent is responsible for the costs incurred in preparing their Proposal. The BRAA will not reimburse for any of these costs.

#### **Inquiries/Interpretations:**

Potential Respondents may submit written requests for clarification or additional information to the BRAA by email to [dmeyers@bergersingerman.com](mailto:dmeyers@bergersingerman.com) on or before **September 10, 2010**. BRAA may, at its sole discretion, publish addenda addressing issues raised in the requests for clarification or additional information.

All Respondents shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the BRAA in writing prior to **September 10, 2010**, as set forth above. Failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any reasonable interpretation of the RFP requirements by the BRAA. Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing, and received by the Airport Manager by close of business on **September 10, 2010**. The BRAA will not be responsible for any oral instructions made by any employee(s) of the BRAA in regard to the RFP.

**Addenda:**

Should revisions to the RFP documents become necessary, the Airport Manager will issue an addendum and notify each potential Respondent in writing.

**Accuracy of Proposal Information:**

By responding and signing the Proposal, the Respondent attests that the information submitted to the BRAA in its Proposal is true, correct and accurate. The Respondent also agrees that any false, inaccurate, misleading, exaggerated, or incorrect information provided as part of their Proposal may be deemed inappropriate and/or non-responsive and shall be disqualified from further consideration.

**Insurance Requirements:**

The Respondent must carry the insurance types and coverage levels required by the Minimum Standards.

**Protest:**

Protests arising from the terms of the RFP and/or from the decisions of the Airport Manager shall be made in accordance with the procedures set forth in the Procurement Code. The Procurement Code sets forth administrative procedures that must be exhausted prior to the initiation of any claim in a court of law.

**Rejection of All Proposals; Cancellation of the RFP:**

In accordance with the Procurement Code, the Airport Manager may, at any time prior to award, reject all Proposals or cancel the RFP. The decision to reject all Proposals or cancel the RFP may be made for any reason.

**Confidential and Proprietary Information:**

The BRAA is subject to Chapter 119, Florida Statutes (the "Public Records Laws"), which makes all Proposals and other information provided by Respondents a matter of public record. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the Public Records Laws exists and it is cited in the Proposal. A blanket statement that the entire Proposal is exempt from the Public Records Law is not acceptable and will not be honored. Any claimed exemption must be specifically identified by page(s) and paragraph number(s). An incorrectly claimed exemption does not disqualify the Respondent, only the exemption claim.

**Governing Law:**

This RFP shall be governed by the laws of the State of Florida, and the venue for any legal action will be in Palm Beach County, Florida.

**General Conditions**

By Responding to this RFP, Respondents agree to the following general terms and conditions governing the Respondent's performance of the Scope of Services:

**Term:**

The term of the agreement for performance of the Work shall commence on November 1, 2010, and end at 11:59:59 p.m. (EDT) on October 31, 2013. The BRAA may renew this agreement on the same terms and conditions for up to two (2) one-year terms upon written notice to the selected Respondent given at least thirty (30) days before the end of the expiring term.

**Termination for Convenience:**

The agreement may be terminated for convenience by the BRAA upon thirty (30) days written notice to the Respondent. Respondent shall be compensated for all Work up to the date of termination for convenience.

**Payment:**

Respondent shall invoice the BRAA at the beginning of each calendar month for all Work performed during the previous month. The BRAA shall pay the monthly invoiced amount within fifteen (15) business days of receipt of the monthly invoice.

**Time Is of the Essence:**

Time is of the essence in the performance of the Work.

**Assignment:**

This agreement may not be assigned without the written consent of the Airport Manager. Such consent to assignment may be withheld for any or no reason.