REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

**for**

## Selection of a Vendor to Provide

#### Landscape Maintenance Services

#### RFP No.: 744-R1603

Bid Submittal Deadline: Friday, November 13, 2015 @ 2:00PM CST

HUB Plan Submittal Deadline: Friday, November 13, 2015 @ 2:00PM CST

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Prepared By:

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October 12, 2015

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fifteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYF) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* Cooley Life Center (CLC) – 7440 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

**1.2 Background and Special Circumstances**

The Contract to be awarded as a result of this RFP will be a two (2) year base, with an optional three (3) additional years available to the University.

**1.3 Objective of this Request for Proposal**

The University of Texas Health Science Center at Houston (“**University**”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to Provide Landscape Maintenance Services, RFP No.744-R1603 (this “**RFP**”), from qualified vendors to provide landscaping services (the “**Services**”). The Services, which are more specifically described in **Section 5.4** (Scope of Work) of this RFP.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until **2:00 PM CST** on Friday, November 13, 2015 (the “**Submittal Deadline**”).

**2.2 University Contact Person**

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Michael K. Ochoa, C.P.M.

[Michael.Ochoa@uth.tmc.edu](mailto:Michael.Ochoa@uth.tmc.edu)

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. ***University Contact must receive all questions or concerns no later than 10:00AM CST on Tuesday, November 3, 2015*.** University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below:

**70%** - Qualifications

**30%** - Cost of Services

**2.4 Key Events Schedule**

Issuance of RFP October 12, 2015

Pre-Proposal Conference / Site Visits See Schedule in Section 2.6

(ref. **Section 2.6** of this RFP)

Deadline for Questions/Concerns Tuesday, November 3, 2015 @ 10:00AM CST

(ref. **Section 2.2** of this RFP)

Bid Proposal & HUB Submittal Deadline Friday, November 13, 2015 @ 2:00PM CST

(ref. **Section 2.1** of this RFP)

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*HUB & Small Business Program Manager*

*Phone: (713) 500-4862*

*Email:* [*Shaun.A.McGowan@uth.tmc.edu*](mailto:Shaun.A.McGowan@uth.tmc.edu)

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a newly modified version of the HSP in accordance with the terms of **APPENDIX THREE** that sets forth all changes requested by Contractor, (2) Contractor provides University with such a modified version of the HSP, (3) University approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by University and Contractor to conform to the modified HSP.

2.5.4 Proposer must submit two (2) originals of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) The two (2) originals of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of the Proposer, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by University and returned to the Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. **Section 1.5** of **Appendix One** to this RFP).

**Note**: The requirement that Proposer provide two originals of the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

**Please note the HSP can be reviewed by the Manager of the HUB and Small Business Program up to 24 hours before the HSP is due.  THIS IS STRONGLY ENCOURAGED to ensure compliance with HSP guidelines.  Failure to meet guidelines outlined in the HSP will result in disqualification of your proposal.**

**It is recommended that ALL HSPs be reviewed by the HUB manager 7 DAYS prior to the HSP due date, thus allowing for correction and compliance.**

    2.5.5    For questions regarding the HUB Subcontracting Plan – contact:

Shaun McGowan Manager, HUB & Small Business Program 1851 Crosspoint, OCB 1.160

                        Houston, Texas 77054

                        Phone: (713) 500-4862

                        Fax (713) 500-4710

                        E-mail: [Shaun.A.McGowan@uth.tmc.edu](file:///G:\Purchasing\Standard%20Forms_Contracts_Bids\Bidding\IFO's\Shaun.A.McGowan@uth.tmc.edu)

2.5.6 HUB Subcontracting Plans will be evaluated on November 13, 2015. An email will be sent to all Respondents indicating those plans that passed and failed. At that time, the bids with a passing HUB Subcontracting Plan will be opened.

**2.6 Pre-Proposal Conference**

University will hold a **Pre-Bid Meeting / Site Visits** on the dates noted below.A brief meeting regarding the project will be given before touring the first property. The Pre-Bid Meeting / Site Visits will allow all Proposers an opportunity to ask University representatives relevant questions, to tour the sites, and to clarify provisions of this RFP. **\*\*PLEASE allow adequate time for parking on campus as not all sites have parking garages or lots directly attached. See Appendix Four for maps of the area.\*\***

**DAY 1**

**Day 1 – Part 1 - Thursday, October 22, 2015 at 9:00am:**

Operations Center Building (OCB) - *reception will call*

1851 Crosspoint

Houston, TX 77054

**Day 1 – Part 2 - Thursday, October 22, 2015 at 10:00am:**

School of Dentistry - *Outside Main Lobby Area*

7500 Cambridge Street

Houston, TX 77030

**Day 1 – Part 3 - Thursday, October 22, 2015 at 11:00am:**

Biomedical & Behavioral Sciences Building (BBS)

1941 East Road

Houston, TX 77030

**Day 1 – Part 4 - Thursday, October 22, 2015 at 11:40am:**

Recreation Center (REC) – *Parking Lot Area*

7779 Knight Road

Houston, TX 77030

**Day 1 – Part 5 - Thursday, October 22, 2015 at 1:00pm:**

Medical School Building (MSB) & Medical School Expansion (MSE)

*Webber Plaza (deck area between MSB and JJL*)

6431 Fannin Street

Houston, TX 77030   
  
**Day 1 – Part 6 - Thursday, October 22, 2015 at 1:00pm:**

Cyclotrone Building (CYF)

6431 Fannin Street

Houston, TX 77030

**Day 1 – Part 7 - Thursday, October 22, 2015 at 1:30pm:**

University Professional Building (UTP) & University Professional Garage (UPG)

6410 Fannin Street

Houston, TX 77030

**Day 1 – Part 8 - Thursday, October 22, 2015 at 2:00pm:**

Institute of Molecular Medicine (IMM) - *Outside Atrium Area*

1825 Pressler Street

Houston, TX 77030

**Day 1 – Part 9 - Thursday, October 22, 2015 at 2:30pm:**

University Center Tower (UCT)

7000 Fannin Street

Houston, TX 77030

**DAY 2**

**Day 2 – Part 1 - Friday, October 23, 2015 at 9:00am:**

Student / Faculty Housing Complex (SFA) – *Outside Leasing Office*

1885 El Paseo

Houston, TX 77054

**Day 2 – Part 2 - Friday, October 23, 2015 at 9:45am:**

Children’s Development Center (CDC)

7900 Cambridge

Houston, TX 77054

**Day 2 – Part 3 - Friday, October 23, 2015 at 10:30am:**

School of Nursing (SON) – *Outside Atrium Area*

6901 Bertner Avenue

Houston, TX 77030

**Day 2 – Part 4 - Friday, October 23, 2015 at 11:00am:**

School of Public Health (SPH)

1200 Pressler Street

Houston, TX 77030

**Day 2 – Part 5 - Friday, October 23, 2015 at 1:30pm:**

Harris County Psychiatric Hospital (HCPC) - *Outside Lobby Area*

2800 S. MacGregor Way  
Houston, TX 77030

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit a total of nine (9) complete and identical copies of its *entire* proposal and a complete and identical copy of its *entire* proposal on CD-ROM. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Michael Ochoa, C.P.M., Purchasing Contracts Administrator

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.4.1.2. Agreement (ref. **APPENDIX TWO**);

3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

**3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)

3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of **APPENDIX ONE**)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).

3.5.7 Signed and completed W-9 Form.

3.5.8 Copy of Proposer’s insurance certificate in accordance with limits stated in the attached Sample Agreement (ref. **APPENDIX TWO**).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor**.”

**5.2 Minimum Requirements**

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

* + 1. The work is to be performed by a landscape maintenance Contractor, licensed for a minimum of the past two (2) years, insured, and bonded to do business with The State of Texas.

**5.3 Additional Questions Specific to this RFP**

Proposer must submit the following information as part of Proposer’s proposal:

* + 1. If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions.
    2. The University wants to see the grounds around each of our facilities well-manicured. Beyond the scope of services required for this contract, what will your company do that other contractors avoid that will be of benefit to the University and other reasons we should select your company over your competition?

5.3.3 What quality and/or quantitative performance report(s) will the bidder provide the University on a monthly schedule that will substantiate your company’s performance on each property? Please be specific and provide samples.

5.3.4 What landscape issues do you see at each property that will require discussion and resolution during the initial term of this contract?

5.3.5 Does your company have any current conflicts with suppliers that provide services and/or materials which may interfere with the responsibilities required to meet contract specifications and/or performance of services required for this contract? If so, please elaborate what actions your company is now taking to correct the situation. Also indicate if your company is registered with the BBB and what is the current rating.

5.3.6What equipment provisions or preventative maintenance measures does your company have in place that will ensure schedule and performance consistencies?

5.3.7 After reviewing the scope of services within this RFP, please elaborate on what additional job functions you see occurring often that would not be a contractor responsibility and would be billable under this contract?

5.3.8 Special landscaping requests that are billable to the client will be done on a cost plus basis. What will be the percentage mark-up on direct/wholesale contractor costs?

5.3.9 What are the names and titles of the individuals who will be assigned to this contract and why are these personnel especially qualified to meet the demands of this contract? We are primarily interested in the account manager and the operations supervisory personnel who will be assigned to this contract.

5.3.10 What other institutions or companies does/has the bidder worked for within the past four (4) years that has/had a similar scope of work? Please list these client names, starting and ending dates of each contract and a contact name and telephone number for each client representative who is knowledgeable of the bidder’s operating and performance history.

5.3.11 How many annual crew maintenance manhours are estimated to be expended on each facility site and what estimated total dollar investment in consumable supplies, equipment and materials will the contractor use during the first year of this contract? Please provide the list of supplies, equipment and materials with their estimated costs.

5.3.12 What is your experience maintaining and repairing drip irrigation systems? List other customers w/ phone numbers where you have had to maintain their drip irrigation system. Does your company have a separate irrigation group that inspects and repairs irrigation systems or is this function incorporated within the maintenance crew?

5.3.13 How would you propose reimbursement for above ground irrigation repairs (i.e., including but not limited to: sprinkler heads, drip lines/connectors, risers, valve box covers, etc.) that would be fair for both the Contractor and the University?

**5.4 Scope of Work**

**5.4.1 General Specifications**

A. Work to be performed comprises general horticultural maintenance, irrigation and cleanup of landscape areas as designated in the list of locations and, when necessary, repairs to vandalism, irrigation systems and replacement of plant materials. Services to be rendered include but are not limited to:

* + 1. Maintenance of turf and groundcover areas
    2. Removal of litter and debris from turf, planter beds, fence lines and street curbs
    3. Pruning of trees (inclusive of palms) and shrubs
    4. Application of chemical agents for control of weeds, plant disease and insects that are harmful to plant growth and/or pedestrians
    5. Monthly inspection and maintenance of irrigation systems

**vi.** Other work as defined in the attached schedule

B. Contractor shall furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Work in strict accordance with these specifications and subject to their terms and conditions of the contract.

C. The Contractor should have a full time staff employee that is State licensed to operate and apply chemicals in all categories; and the Contractor shall provide evidence of such licensure.

D. University shall monitor all work performed, and meet as needed with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

E. University reserves the right to add, delete, and or change Scope of Work of this contract, and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.

F. All work shall be performed in a professional workmanlike manner using quality equipment and materials.

G. All material and design of landscaping services shall be in accordance with University and TMC (Texas Medical Center) guidelines.

H. The Contractor must establish and announce at the beginning of the Contract a specific day of the week each facility will be maintained.

I. In the event of extreme weather conditions, or if extreme weather conditions have created the likelihood of destruction or damage to ground cover during the performance of the Scope of Work, work schedule must be continued later the same day, or as soon as conditions permit.

J. Contractor must respond to all emergencies within 2-4 hours of notification within specified hours and days of operation.

K. Contractor shall not post signs or advertising material anywhere on University premises or improvements thereon without prior written approval by University’s authorized representative.

L. Contractor is to ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.

M. Any gated or doored areas that require landscaping services must be secured after services are completed.

N. Contractor is to provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved by University prior to work.

O. Contractor shall be required to collaborate with the Pest Control Contractor to guarantee coordination with pest management services performed.

**5.4.2 Damages**

A. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced, at University’s discretion, and at the Contractor's expense.

B. All such repairs or replacements shall be completed within the following time limits.

**i.** Irrigation damage shall be repaired or replaced within 1-2 watering cycles including replacement of damaged sprinkler heads, risers, drip lines and bubblers.

**ii.** All damage to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

C. All repairs or replacements shall be completed in accordance with the following maintenance practices:

**i.** Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the University.

**ii.** Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the University.

**iii.** Chemicals - All damage resulting from chemical application, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support future plant life.

**5.4.3 Safety Plan**

A. Contractor is to submit a written safety plan to the University prior to commencement of work under this contract.

B. Contractor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. Safety Orders at all times so as to protect all person, including Contractor's employees, agents of University, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

C. It shall be the Contractor’s responsibility to inspect, and identify, any condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. University shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to; filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. Contractor shall cooperate fully with University in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, contractor is to file written report to the University within three (3) working days.

D. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

**5.4.4 Delays**

A. Contractor shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that Contractor is unable, for whatever reason, to maintain maintenance schedule (i.e. poor weather conditions, etc.), and Contractor does not reschedule the service, or inform the University of intent to make up the service within 72 hours, the amount may be deducted from Contractor’s fee. If the work cannot be completed on the scheduled day, the Contractor must notify the University contact on that day to advise them accordingly.

**5.4.5 Maintenance Schedules**

A. Contractor shall adhere to maintenance schedule attached. (See **Attachment A**).

B. Contractor shall contact University key personnel described within the Scope of Work on arrival to the respective site as per the weekly schedule for landscaping maintenance. List of key personnel and contact information will be provided by University.

C. Contractor **MUST** notify University’s authorized representative, by e-mail, at least one (1) week prior of the scheduled date and time for all “specialty type” maintenance operations. “Specialty Type” maintenance operations are defined as:

**i.** fertilization and aeration

**ii.** turf removal, addition and reseeding

**iii.** micro-nutrients/soil amendments

**iv.** spraying of trees, shrubs or turf

**v.** aesthetic tree pruning

**vi.** planting bed removals and/or additions

**vii.** other items as determined by University

**5.4.6 Staffing / Managerial**

A. There will be no subcontractors working on University facilities without the express prior written consent of the University’s authorized representative.

B. Contractor must provide a competent, English speaking crew leader for each crew, who can understand and speak English fluently, during all times while work is performed with the authority to represent or act on behalf of Contractor in any matter pertaining to the performance of this contract. Contractor shall furnish the names of all such crew leaders to University prior to the commencement of this contract and further advise of any changes.

C. If at the opinion of the University, a Contractor’s employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on University property, that employee shall be removed from all work under this contract.

D. University may at any time give Contractor notice to the effect that the conduct or action of a designated employee or Contractor is, in the reasonable exercise of discretion of University, deemed to be detrimental to the interest of the public patronizing the premises. Following University notice therefore, Contractor shall, at University discretion, (1) immediately terminate such employee's work assignment at the premises and such employee shall not be assigned at any University facility otherwise contracted for and maintained by the Contractor, or (2) Contractor shall meet with University to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the University’s authorized representative that the conduct and action of Contractor's employees will not be detrimental to the interest of the public patronizing the premises.

E. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

F. Contractor’s staff shall wear identification (uniform, logo tee shirt, etc.) allowing anyone to readily identify that individual as part of Contractor’s staff.

G. The Contractor nor any of its employees shall interfere with the public use of the premises, and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.

H. The University shall make quarterly inspections with Contractor at each site to review work performed. Contractor shall maintain and have available such records that reasonably confirm frequency of tasks performance at each location. Contractor shall furnish an itemized statement of work performed on all invoices.

**5.4.7 Mowing**

A. Mowing operations shall be performed in a workmanlike manner that ensures a smooth, surface appearance without scalping or allowing excessive cuttings to remain.

B. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall be no less than 1-1/2 inches for all turf areas. Mowing heights may vary for special events and conditions.

C. Care must be taken not to leave ruts or spin-outs in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

D. Mowing operation shall be completely performed at each site according to Maintenance Schedule (see **Attachment A**).

E. Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the contractor and not blown into the street, planter beds or storm drains.

F. Contractor, at an additional cost as bid by the Contractor at the time of this proposal, is to provide tractor mowing services 2-4 times annually to the vacant lot located west of the Operations Center Building (OCB).

**5.4.8 Edging / Detailing / Weed Control**

A. All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.

B. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasion.

C. All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, and around the base of trees shall be edged to a neat and uniform line.

D. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.

E. All grass-like type weeds, morning glory, or vine-weed types, ragweed, or other underground spreading weed shall be kept under strict control.

F. Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas and drainage areas.

G. Methods for removal of weeds, turf encroachment and detailing of planter beds shall incorporate manual, mechanical and/or chemical means of eradication.

H. Mechanical edging of turf shall be performed at each site at same frequency as mowing.

I. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.

J. Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.

K. Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance shall be considered normal.

L. Walkways and planter beds shall be cleaned immediately following each mechanical edging all excessive cuttings and debris shall be removed from the site by the contractor.

**5.4.9 Chemical Application**

A. Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.

B. Spot treat with a portable sprayer or wick wand using an effective herbicide applying per manufacturer's recommendation.

C. Proper use of selective herbicides are critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

D. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

E. Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application shall be applied.

F. After a complete kill, dead weeds shall be removed from the area.

G. All turf areas will be treated just prior to the growing season in the Spring and prior to the Fall season with an effective herbicide that will eliminate broadleaf and other invasive weed varieties.

H. Bid must include a complete list of all chemicals anticipated to be used as well as its description of use, frequency, and volume of use in accordance with the performance of the Scope of Work.

I. Successful Contractor must supply MSDS Sheets for all supplies used prior to application, nor may use them in the performance of the contract without express written authorization of University’s authorized representative.

J. Contractor must utilize a long lasting ant control pesticide that is broadcast over all turf and planter bed areas and along any paths and walkways as needed to prevent and/or eliminate infestations and personal harm to people.

K. Chemicals shall be applied only by those individuals possessing a valid Texas Pest Control Applicator’s license.

L. Records must be readily available of all operations stating dates, time, methods of application, chemical formulations, applicators names, and weather conditions, and retained for a minimum of three years.

M. MSDS sheets with dangers explained must be sent to University two weeks prior to use if chemicals require special permits. Contractor must provide a list of alternative chemicals, if any, prior to the application.

**5.4.10 Raking / Sweeping / Blowing**

A. Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters, and turf areas under trees and removed from site. Under no circumstances shall leaves, grass clippings and/or debris be blown into the street or into storm drains as a means of removal from the site.

B. Frequency:

**i.** Ground cover/planter beds- at each visit

**ii.** Turf, under trees- as needed

C. Sweeping/ blowing of concrete areas and walkways, as well as patios, balconies and decks, etc., once per visit.

D. Contractor is to provide debris/trash removal services at each mowing of the vacant lot located west of the Operations Center Building (OCB).

**5.4.11 Tree Trimming Operations**

A. Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations.

B. All cuts shall be sufficiently close, flush if possible, to the parent stem.

C. All limbs 1-1/2” or greater in diameter shall be undercut to prevent splitting.

D. Limbs are to be lowered to the ground using a method which prevents damage to remaining limbs.

E. Climbing spurs shall not be used.

F. Contractor will provide Hazard and Security pruning as needed.

G. Remove all new growth on trees up to the appropriate height clearances.

H. Remove all dead, diseased and unsightly branches, and dead trees. Contractor, at Contractor’s cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead-wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be bid on a case by case basis.

I. Trimmings and all cuttings and debris shall be removed from the site by the Contractor.

J. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be immediately reported to University’s authorized representative.

K. All trees shall be trimmed prior to budding each year in accordance with directions given by the authorized University representative for the facility.

**5.4.12 Shrubs and Hedges**

A. Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility and clearance, and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the University building perimeters.

B. Remove all dead, diseased and unsightly branches, and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures and on/along fence lines. All groundcover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

C. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

D. Trimmings, etc. will be removed by the Contractor and disposed of offsite.

E. All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by the authorized University representative for the facility.

**5.4.13 Planter Bed Care**

A. Any and all diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged, or unsightly flowers or plants are to be removed promptly and replaced with like kind or a variety of plant that is approved by the authorized University representative.

B. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.

C. All trimmings and debris, etc. shall be removed by the contractor and disposed of offsite.

D. Contractor will be required to plant bedding materials such as flowers and shrubs as needed, and in accordance with University and TMC landscaping policy. Pricing shall be bid on a case by case basis unless the plants are under warranty.

E. The Contractor shall conduct a major clean-up of all turf and planter bed areas and perform major trimming of all scrubs, planter beds and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. The University authorized representative will dictate trimming heights of scrubs and distances between plant groupings during the active growing season.

**5.4.14 Staking and Tying**

A. Plant ties shall be checked frequently and either retied or removed along with the stakes when no longer required.

B. Replacement of missing or damaged stakes when the tree diameter is less than three inches within 5 days.

C. Contractor must stake trees that are not straight and upright and/or require additional support.

D. Contractor must stake new trees or recently planted trees not previously staked.

E. Tree stakes (at least three per tree) shall not be less than 6 feet in length for five and eight gallon trees.

F. Guide wires where required and plant ties are to be pliable, zinc-coated ten gauge wire.

G. Coated wire or hose sections must be used where metal guide wire contacts tree.

H. Stakes cannot be closer than 8 inches from trunk.

I. Damaged or uprooted trees shall, at the discretion of the University, be staked and tied within 72 hours.

J. Removal of tree stakes and guide wires will be at Contractor’s cost and will be determined by the Contractor and the authorized University representative.

**5.4.15 Mulching**

A. Contractor shall install medium shredded oak bark mulch once per year in the month of April at a minimum depth of two inches on all existing beds, at the base of trees and other mulched areas. Mulch must be at least two inches away from the base of the tree and not mounded to the trunk.

B. ***As an option*** *in this RFP, include a second mulching cost, which will occur during the month of October of each year.*

**5.4.16 Irrigation System**

A. Contractor will visually inspect each facility’s irrigation system at each visit and make manual manipulations as needed to maintain a healthy landscape. The landscape crew leader will immediately report any deficiencies to his account manager that are outside of his responsibility. System settings shall be set by the Contractor and monitored by Contractor and University personnel alike. Plant losses due to the improper setting of watering times/frequencies and repairs that are not made within a timely period will be at the Contractor’s cost to remove and replace the affected plants/turf. All irrigation repairs directed to the Contractor must be completed within a period of 3-5 days after approval of the repair.

B. To the best of the University’s knowledge, the irrigation systems that are currently in operation are in good condition. Therefore, extreme care must be taken when maintaining the landscape not to damage the irrigation system. Repeated damages attributed to carelessness or inaptitude of contractor personnel will be addressed with Contractor for reimbursement. For example, damages to spray heads that are broken or mowed-off in turf/planter areas and repair costs for risers, spray heads and drip lines in planter beds will be items that will be closely monitored. Repairs such as these, unless caused by vandalism, shall be a Contractor responsibility at no cost to the University .

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proposer Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Landscape Maintenance Services

**RFP No.:**  744-R1603 Landscape Maintenance Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the landscape maintenance services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

**6.1 Pricing for Services Offered**

|  |  |  |  |
| --- | --- | --- | --- |
| **Facility** | **Monthly Landscape Maintenance Services Cost** | **Monthly Irrigation System Inspection (only 9 months during year)** | **Mulching Cost (optional additional month)** |
|  |  |  |  |
| Biomedical & Behavioral Sciences Building (BBS) | $ | $ | $ |
|  |  |  |  |
| Cyclotrone Building (CYF) | $ | $ | $ |
|  |  |  |  |
| School of Dentistry (SOD) | $ | $ | $ |
|  |  |  |  |
| Harris County Psychiatric Center (HCPC) | $ | $ | $ |
|  |  |  |  |
| Institute of Molecular Medicine (IMM) | $ | $ | $ |
|  |  |  |  |
| Medical School Building (MSB) | $ | $ | $ |
|  |  |  |  |
| Medical School Expansion Building (MSE) | $ | $ | $ |
|  |  |  |  |
| Operations Center Building (OCB) *Excludes vacant lot* | $ | $ | $ |
|  |  |  |  |
| School of Health Public Health (SPH) | $ | $ | $ |
|  |  |  |  |
| School of Nursing (SON) *Includes 8th Floor Balcony Planter Beds + Potted Plants + Irrigation* | $ | $ | $ |
|  |  |  |  |
| University Center Tower (UCT) | $ | $ | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| Recreation Center (REC) | $ | $ | $ |
|  |  |  |  |
| Student / Faculty Housing (SFA) | $ | $ | $ |
|  |  |  |  |
| University Professional Building (UPB) | $ | $ | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| University Professional Garage (UPG) | $ | $ | $ |
|  |  |  |  |
| Cooley Life Center (CLC) | $ | $ | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| Childrens Development Center (CDC) | $ | $ | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| Vacant Lot (west of OCB)  Cost per Tractor Mow w/ Trash Pick-up/Removal | $ | $ N/A | $ N/A |

**Optional Services**

General Maintenance Out of Contract $ \_\_\_\_\_\_\_\_\_\_\_\_\_ per man hour

Irrigation repair $ \_\_\_\_\_\_\_\_\_\_\_\_\_ per man hour

Enhancement and plantings $ \_\_\_\_\_\_\_\_\_\_\_\_\_ per man hour

**6.2 Delivery Schedule of Events and Time Periods**

Number of Calendar Days to commence services is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days

**6.3 University’s Payment Terms**

University’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.

Respectfully submitted,

**Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Proposer)

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

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

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

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

**1.2 Inquiries and Interpretations**

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

**1.3 Public Information**

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

**1.4 Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the “**Agreement**”) attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer’s proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of University.

After submission of a proposal but before final selection of Contractor is made, University may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

**1.6 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University’s anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

**1.8 Proposal Requirements and General Instructions**

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** ofthis RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** ofthis RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire

Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. **Section 3** of **APPENDIX ONE).** Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left‑hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“**FAX**”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University’s sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on University that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

1.9.7 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

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

**SECTION 2**

**Execution of Offer**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

**2.1** By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.6 If selected by University, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.9 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**2.2** By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

**2.3** By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.

**2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

**2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

**2.7** By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code,* relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

**2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

**2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.10** By signature hereon, Proposer represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

**2.11** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

**2.12** If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation then Proposer’s Corporate Charter Number:  \_\_\_\_\_\_

RFP No.: 744-R1603

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE:  If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

**3.2 Approach to Project Services**

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proposer Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Landscape Maintenance Services

**RFP No.:**  744-R1603 Landscape Maintenance Services

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Proposer)

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

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

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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