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**March 11, 2019**



**Request for Proposal  
for  
Porter & Mowing Services**

## **PART – 0 INSTRUCTIONS TO BIDDERS**

### **INVITATION TO BID**

The Five Corners Improvement District invites your company to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your company. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder shall be required to enter into a porter and mowing services agreement based on the specifications outlined in this RFP.

### **THE DATE OF SOLICITATION:**

March 11, 2019

### **THE PROJECT:**

Project: Five Corners Improvement District Porter and Mowing Services  
Office Address: Five Corners Improvement District  
10103 Fondren, Suite 300  
Houston, Texas 77096

### **THE OWNER:**

Name: Five Corners Improvement District  
Address: P.O. Box 22167  
Houston, Texas 77227-2167  
Contact: General Manager - Ben E. Brewer III  
210.889.5815  
bbrewer@5cornersdistrict.org

### **PROPOSAL CONTACTS**

Any questions concerning this RFP, and all correspondence must be submitted **in writing via e-mail** to the following contact:

Name: Five Corners Improvement District  
Address: P.O. Box 22167  
Houston, Texas 77227-2167  
Contact: Ben E. Brewer III  
210.889.5815  
bbrewer@5cornersdistrict.org

Questions may not be submitted by telephone. All questions must include:

- Contractor's name, e-mail, and address
- Reference to the specific section of the RFP in question
- Contact name, telephone number, fax number and email address.

Questions from RFP participants and the corresponding response will be shared with all bidders via fax and/or email. All questions shall be received at least 48 hours prior to bid due date and time. Questions submitted after that time will not be addressed.

**NOTE: If you intend to submit a proposal, you must supply a valid email address so we can contact you with any additional information and clarification notes that might arise from questions submitted by other proposers or from the Pre-Bid Conference.**

### **PRE-BID CONFERENCE**

A **Pre-Bid Conference** will be held on **Thursday, March 28<sup>th</sup> at 9:30 a.m.** at the Five Corners Improvement District office located at 10103 Fondren Rd, Suite 300, Houston, Texas 77096. Contractors submitting bids for the project are encouraged to attend but attendance at the pre-bid conference is not mandatory.

### **SUBMISSION OF PROPOSALS:**

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. All proposals must be received between 9:00 a.m. and 5:00 p.m. on Monday, April 8<sup>th</sup>, 2019. All bids must be submitted as original, executed hard copies, filled out, and signed. **Electronic or faxed submittals will not be accepted.** Bids will be received at: 10103 Fondren Rd, Suite 300, Houston, Texas 77096 on date indicated above. Envelopes must show the project name and be marked "Sealed Bid". An authorized representative of the company must sign the Bid Form Price Authorization sheet.

When specifications are revised, the Five Corners Improvement District will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

All proposals must remain in effect for at least 30 days from submittal. The Five Corners Improvement District has the sole discretion to:

- a) reject any and all bid proposals, and
- b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests.

There is no guarantee, either expressed or implied, that award of a porter and mowing services contract will be made to any firm.

### **CONTRACTOR INFORMATION**

The Five Corners Improvement District (hereinafter called the "District") may request additional information, samples, or presentations in support of proposals. Additionally, the District may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

## **PART – 1 GENERAL CONDITIONS**

### **SCOPE OF WORK**

The Porter and Mowing Services Contractor (hereinafter called the "Contractor") shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein (including section zero, "Instructions to Bidders")

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the service area in an attractive condition throughout the contract period.

The intent is to maintain a Class A appearance of the property as determined by the District. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the District.

### **DURATION OF CONTRACT**

The term of the contract shall be for a period of one (1) year, anticipated to commence in May of 2019 upon approval of the Board of Directors and execution of a contract.

### **ASSIGNMENT**

The successful contractor may not assign, sell or otherwise transfer this contract without written permission of the District.

### **AWARD**

The District reserves the right to award this contract to the contractor that best meets the specifications outlined in this document. The contract award will be made after approval by the District's Board of Directors.

### **BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

### **CONTRACT OBLIGATION**

The District must award the contract and the Board Chairman or other person authorized by the District must sign the contract before it becomes binding on the District or the Contractor. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

### **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the District and the Contractor. Any price escalations are limited to those stated by the Contractor in the original bid.

## **DISQUALIFICATION OF OFFERER**

Upon signing this bid document, any Contractor offering to sell supplies, materials, services, or equipment to the District certifies that the contractor has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the District believes that collusion exists among the contractors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a contractor and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that contractor will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

## **E-MAIL ADDRESSES CONSENT**

Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the District. This consent is intended to comply with the requirements of the Texas Public Information Act, TX. Government Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Contractor, its employees, officers, and agents acting on Contractor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

## **EVALUATION**

Evaluation shall be used as a determinant as to which bid Items or services are the most efficient and/or most economical for the District. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the District Office and recommendation to the District's Board of Directors. Compliance with all bid requirements, delivery and needs of the District are considerations in evaluating bids. Pricing is NOT the only criterion for making a recommendation. The District reserves the right to contact any Contractor, at any time, to clarify, verify or request information with regard to any bid.

## **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the District's interpretation shall govern.

## **HIPAA COMPLIANCE**

Contractor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Contractor may be required to enter a Business Associate Agreement pursuant to HIPAA.

## **HOLD HARMLESS AGREEMENT**

The successful Contractor shall indemnify and hold the District harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid,

appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the District upon request.

### **INSPECTIONS & TESTING**

The District reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If the Contractor cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the District can reject the bid as inadequate.

### **INVOICES AND PAYMENTS**

Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the contractor for correction. Under term contracts, when multiple deliveries and/or services are required, the contractor may invoice following each delivery and the District will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the contractor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the District's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act," commonly known as the "Texas Right To Know Act," the Contractor must provide to the District with each delivery, material safety data sheets that are applicable to hazardous substances defined in the Act. Failure of the contractor to furnish this documentation will be cause to reject any bid applying thereto.

### **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the District to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items.

Contractor may offer items of equal stature and the burden of proof of such stature rests with contractors. The District shall act as sole judge in determining equality and acceptability of products offered.

### **POTENTIAL CONFLICTS OF INTEREST**

An outside consultant or contractor is prohibited from submitting a bid for services on a District project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint-venture participant or was in any other manner associated by

ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the District.

## **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices.

If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

Where unit pricing and extended pricing differ, unit pricing prevails.

## **TASK ORDERS**

Once the successful Contractor has entered into a master agreement with the District, any additional services that are not included in the agreed upon annual scope of work shall be by individual Task Orders that define the additional service being requested. Depending on the scope of additional service being requested, the approval for the Task Order may require approval by the District's Board of Directors.

## **RECYCLED MATERIALS**

The District encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The District will be the sole judge in determining product preference application.

## **SCANNED OR RE-TYPED RESPONSE**

If in its bid response, the bidder either electronically scans, re-types, or in some way reproduces the District's published bid package, then in event of any conflict between the terms and provisions of the District's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by bidder, the District's bid specifications as published shall control. Furthermore, if an alteration of any kind to the District's published bid specifications is discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

## **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of

these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

### **SUPPLEMENTAL MATERIALS**

Contractors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the contractor wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

### **TAXES**

The District is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The District claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the District office.

### **TERMINATION**

The District reserves the right to terminate the contract for default if the contractor breaches any of the terms therein, including warranties of contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the District may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the District's satisfaction and/or to meet all other obligations and requirements. The District may terminate the contract without cause upon thirty (30) days written notice.



**TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the District until the District receives and takes possession of the goods at the point or points of delivery. Receiving times may vary. Generally, deliveries may be made between 9:00 a.m. and 4:00 p.m., Monday through Friday. Contractors are advised to consult the District office for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package.

**WAIVER OF SUBROGATION**

Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the District as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

**WARRANTIES**

Contractor shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Contractors may not limit or exclude any implied warranties.

Contractor warrants that product sold to the District shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event a product does not conform to OSHA Standards, where applicable, the District may return the product for correction or replacement at the contractor's expense. If contractor fails to make the appropriate correction within a reasonable time, the District may correct at the contractor's expense.

## **PART – 2 SPECIAL REQUIREMENTS AND INSTRUCTIONS**

The following requirements and instructions supersede General Requirements where applicable.

### **APPLICATION**

This contract shall apply to the Five Corners Improvement District (the "District") Porter and Mowing Service.

### **BID REQUIREMENTS**

Each Contractor should submit as a bid this entire RFP, completed where necessary, for example, the RFP cover sheet, the Price Sheets, Residence Certification, etc.

Enclose the bid in an envelope, seal it and indicate on the outside of the envelope the Job Name and "SEALED BID". The District shall not be responsible for any effort or cost expended in the preparation of a response to this RFP. All protests should be coordinated through the District office prior to award recommendation to the District's Board of Directors.

### **DELIVERY**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in-kind, or repaired, by the contractor, at the discretion of, and at no additional charge to the District.

### **PAYMENT**

The Five Corners Improvement District will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. The monthly spreadsheet report must be attached to the monthly invoice. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate 'Five Corners Improvement District', the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number, if any. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

### **USAGE REPORTS**

The District reserves the right to request, and receive, at no additional cost, a monthly usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by the District, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

## **PART – 3 PORTER & MOWING SERVICES SCOPE**

### **PORTER SERVICES**

Porter services shall consist of a complete, regularly scheduled program (and as agreed upon with District) for maintaining a debris-free appearance of the District's corridor rights-of-way and gateways as described in the scope of services and within the boundaries of the district as identified by the attached map. These services shall be carried out by trained service technicians at all times. The Contractor is responsible for all aspects of the porter services during the term of the contract.

### **DEBRIS REMOVAL**

- District corridor ROWs and designated District Gateways are to be de-littered with picking tools, mechanical blowers and/or brooms to maintain a neat appearance. All loose trash, including 'bandit signs', shall be removed on a daily basis by a three-man crew and Supervisor working throughout the District, Monday thru Friday, and no debris may remain on streets, sidewalks or adjacent public or private property. The entire District must be covered during each week of service, every week of the year. Debris removal shall be from sidewalk to sidewalk where sidewalks exist in the right-of-way. 'Bandit signs' and stickers shall be removed from telephone, signal and sign poles, from regulatory signs and signal control and utility boxes.
- Excessive concentrations of trash (illegal dumping) shall be reported to the District and will be addressed on a case by case basis upon approval of the District to remove.
- All debris removed is the responsibility of the Contractor. No debris may be disposed of on-site.
- Contractor shall provide details of illegal dumping and submit before and after photos to the District, if directed to remove.
- 'Bandit signs' are defined as commercial in nature, illegally advertising business services in the public right-of-way. Temporary signage regarding HOA meetings, realtor 'open houses', political candidate or referendum and city/public related informational signage are not considered 'bandit signs'.

### **MOWING SERVICES - TURF MAINTENANCE**

#### **Mowing**

- Grass Right of Way areas at either side of key corridors between the curb and the sidewalk, and one mower-width between the sidewalk and the property line, shall be mowed at an appropriate height to keep a neat appearance considering the topography. When no sidewalk exists, the Contractor shall mow behind the curb to the line of utility poles and/or ROW utility equipment typically located at the property line. The Contractor is required to use proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is highly recommended to keep clippings out of the streets and off sidewalks.

- Permanent fixtures in the turf areas are to be trimmed with string trimmers to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- Mowing will be done every day of the week with a goal of servicing all of the District ROW's twice a month during the warm weather months, (March, April, May, June, July, August, September), and once every month during the cool weather months (October, November, December, January, February). Commercial frontages that are maintained by the property owner do not need to be mowed or edged. In the event that the property owner does not maintain the frontage, or stops maintaining the frontage, the Contractor will need to mow and edge the frontage to maintain a consistent appearance with adjacent properties.
- Any insect infestation, disease or other problems will be reported in writing to the District upon discovery.

### **Edging**

- All curbs will be edged in mowing areas, and all trimmings picked up to leave the street & sidewalks surfaces free of debris.
- Edging that cannot be addressed during regular visits due to vehicle obstructions is to be addressed in writing to the District upon discovery to achieve a solution.
- The edging schedule will follow the mowing schedule, insuring that all areas mowed in a day are also properly edged.

### **Debris Removal Before & After Mowing**

- All loose trash is to be removed before mowing occurs. Mowing of trash is strictly prohibited.
- Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.
- All debris is the responsibility of the Contractor and will not be allowed to remain in streets or on sidewalks after service. No debris may be disposed of on-site.

### **MONTHLY REPORTS**

Contractor shall prepare monthly debris removal and mowing reports and deliver to the District by the first Monday of the following month for review by the Environmental & Beautification Committee, and attend the committee meeting to present the report. All 'bandit signs' collected will be counted, photographed (one photograph of each unique type collected) to be submitted as part of the monthly report. The monthly report will include the street serviced, mileage of ROW de-littered, bags filled, the pounds of trash collected, 'bandit signs' collected, business fronts mowed if requested, and other special projects if requested during the month. See sample monthly report spreadsheet attached as Exhibit A.

**ALTERNATES** (not to be included in Total Annual Fee quote)

The Contractor is requested to provide a unit cost price (one-time service fee) in the Labor Estimate section for the below porter service alternates. It is anticipated that following alternate services will be performed an average of once a month (12 times/year). Depending on the unit pricing, the alternates will either be included as part of the regular services in the final negotiated contract or not accepted to be included in the contract. Alternates are shown in purple on the attached map.

Alternate #1 Hillcroft Ave. – Main (US 90) to Beltway 8 (Porter & Mowing Service)

Alternate #2 Main (US 90) – South access road only from Fondren to Hiram Clarke (Porter only)

Alternate #3 Buffalo Speedway – Main (US90) to W. Orem (Porter only)

Alternate #4 State Hwy. 288 – East access road only from Alameda Genoa to Reed Rd. (Porter only)

Alternate #5 Reed Rd. – State Hwy 288 to drainage canal east of State Hwy 288 (Porter only)

Alternate #6 Airport Rd. – State Hwy 288 to drainage canal east of State Hwy 288 (Porter only)

Alternate #7 Mowery Rd. – Alameda to Edwina Blvd. (Porter only)

Alternate #8 Beltway 8 – North access road only from Main (US90) to Centerpoint easement east of S. Post Oak (Porter only)

Alternate #9 Saturday 'bandit sign' collection on all major corridors

**PART – 4 BID FORMS**

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required to qualify for consideration.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**ANNUAL PORTER AND MOWING SERVICES BID:**

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Porter and Mowing Services for a period of one (1) year for the above stated project, for an annual fee of (District is tax-exempt so fee should not include federal, state or local sales tax):

Annual Fee for Porter and Mowing Services (Total): \$ \_\_\_\_\_

**BID FORM PRICE AUTHORIZATION**

By signing this bid form, such action certifies that the contractor has personal knowledge of the following:

- That Contractor has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that the Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.
- That all of the work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus, debris removal and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.
- The undersigned, being a reputable Porter and Mowing Service Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the Porter and Mowing Services of:

**FIVE CORNERS IMPROVEMENT DISTRICT**

Project Name: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name & Title of Signatory: \_\_\_\_\_

Type of Organization (Corporation, Partnership, etc.): \_\_\_\_\_

SEAL:

(if corporation)

## **CONTRACTOR QUALIFICATIONS:**

In order to qualify for the porter services work on this Project, the Contractor must submit all information requested in the following pages.

### **Insurance Requirements**

- The Contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the contractor's liability.
- All policies of insurance shall waive all rights of subrogation against the District, its officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to the District.
- The District reserves the right to require additional insurance should it be deemed necessary.
  - A. Worker's Compensation (with Waiver of Subrogation to the Brays Oaks Management District) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.
  - B. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee.
  - C. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.
  - D. \$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. The District shall be named as "additional insured" on commercial general liability policy.
  - E. Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. The Brays Oaks Management District shall be named as "additional insured" on automobile policy.



**Summary of Experience**

Company Name: \_\_\_\_\_

Main Office Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Year Company founded: \_\_\_\_\_ Years in Porter and Mowing Service business: \_\_\_\_\_

Last calendar year porter and mowing service business volume: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Project Manager Phone #: \_\_\_\_\_ Years in Porter and Mowing Service business: \_\_\_\_\_

Name of Field Supervisor: \_\_\_\_\_

Field Supervisor Phone #: \_\_\_\_\_ Years in Porter and Mowing Service business: \_\_\_\_\_

Have you ever operated a porter and mowing service business under another name?

Yes No

If yes, what name? \_\_\_\_\_

List other services you provide: \_\_\_\_\_

**QUALITY ASSURANCE PROCEDURES**

**Services:**

Submit a copy of the service reporting form used to communicate actions taken. Attach and label as Exhibit 1-QA.

Do service technicians carry pagers or cell phones?

Pagers              Cell Phones              Both              Neither

**Quality Assurance:**

For this project we will schedule quality assurance visits 2 times per year. Attach copy of the Quality Assurance Report and label as Exhibit 2- QA.

Describe your quality control procedures:

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Describe any other services scheduled:

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Describe your method for handling customer complaints/problems:

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**REFERENCES**

Complete and submit the following for three (3) projects of similar complexity as the project specified. Include a minimum of 2 photographs of each project and label appropriately. (Expand the form as necessary)

**Reference 1**

Name of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Management Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Monthly Contract Amount: \$ \_\_\_\_\_

Email: \_\_\_\_\_ Years Serviced: \_\_\_\_\_

Description of Services Provided:

\_\_\_\_\_  
\_\_\_\_\_

Other Remarks:

\_\_\_\_\_  
\_\_\_\_\_

**Reference 2**

Name of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Management Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Monthly Contract Amount: \$ \_\_\_\_\_

Email: \_\_\_\_\_ Years Serviced: \_\_\_\_\_

Description of Services Provided:

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Other Remarks:

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**Reference 3**

Name of Project: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Management Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Monthly Contract Amount: \$ \_\_\_\_\_

Email: \_\_\_\_\_ Years Serviced: \_\_\_\_\_

Description of Services Provided:

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Other Remarks:

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**Labor Estimates:**

Detail your labor estimates, based on the specified number of occurrences per year, for the following services (these estimates are required for the District to properly evaluate the Contractor's Bid Proposal)

<b>Work Description</b>	<b>Occurrences per Year</b>	<b>Monthly Service Fee</b>	<b>Total Annual Service Fee</b>
<b>Porter &amp; Mowing Services</b>		\$	\$

<b>Alternates</b>	<b>Description – Porter, Mowing or Both</b>	<b>Unit Cost per Occurrence</b>
Alternate #1	Hillcroft – Main (US 90) to Beltway 8 (Porter & Mowing)	\$
Alternate #2	Main (US 90) – South access road only from Fondren to Hiram Clarke (Porter only)	\$
Alternate #3	Buffalo Speedway – Main to W. Orem (Porter only)	\$
Alternate #4	State Hwy. 288 – East access road only from Almeda Genoa to Reed Rd. (Porter only)	\$
Alternate #5	Reed Rd. – State Hwy. 288 to drainage canal east of State Highway 288 (Porter only)	\$
Alternate #6	Airport Rd. – State Hwy. 288 to drainage canal east of State Highway 288 (Porter only)	\$
Alternate #7	Mowery Rd. – Almeda to Edwina Blvd. (Porter only)	\$
Alternate #8	Beltway 8 – North access road only from Main (US 90) to Centerpoint easement east of S. Post Oak (Porter only)	\$
Alternate #9	Saturday 'Bandit Sign' Pickup – All Major Corridors	\$

**Location and Specifications of Services**

- Right-of-Way Porter and Mowing Service Maintenance – Cleanup will also include bandit signs, trash, dumping and other debris including tire removal as necessary, from sidewalk to sidewalk. Excessive concentrations of trash (illegal dumping) will be reported to the District and removal can be authorized on a case by case basis after approval from the District.
- Contractor shall ensure all vehicles are marked with a magnet sign labeled "Five Corners Improvement District" and ensure workers are equipped with a District branded safety vest. The cost of this equipment is to be included in the Contractor's total annual bid.

**Major Corridor Locations**

Please see the information below regarding the description of the Corridors. See attached map for Corridor ROWs in blue & Gateways in green.

1. S. Post Oak – Main (US 90) to Beltway 8
2. Hiram Clarke – Main (US 90) to Anderson Road
3. W. Orem – Fondren to Sims Bayou (east of Alameda)
4. Cullen Blvd. – W. Orem to Alameda Genoa
5. W. Fuqua – Beltway 8 to Cullen Blvd.
6. Fondren – Main (US 90) to Beltway 8
7. Anderson Road – S. Post Oak Rd. to Alameda

**Gateway Porter Services**

Remove all loose trash and debris at these Gateway intersections and keep hardscape medians and lane dividers free of weeds with each service visit.

8. Intersection of W. Orem Dr. and S. Post Oak Rd.
9. Intersection of W. Orem Dr. and Hiram Clarke Rd.
10. Intersection of W. Fuqua St. and S. Post Oak Rd.
11. Intersection of W. Fuqua St. and Hiram Clarke Rd.
12. Intersection of S. Post Oak Rd. and Main (US 90)

**ADDITIONAL INFORMATION**

Add any additional information that you consider pertinent to the response, and which you wish the District to review.

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## **CONDITIONS**

The District reserves the right to select one firm to serve as the Porter and Mowing Services Contractor or to reject all responses. A respondent may join with another firm in submitting a response.

## **DISADVANTAGED BUSINESS ENTERPRISE (M/WDBE) PROVISIONS**

It is the policy of the District to stimulate the growth of minority, women, and disadvantaged business enterprises (M/WDBE) by encouraging the full participation of M/WDBE business in all phases of its procurement activities and affording those firms a full and fair opportunity to compete for contracts. Respondents are encouraged to include involvement of M/WDBE firms in a prime or sub-consultant role. M/WDBE firms must be certified by the City of Houston, Houston Minority Business Council, and/or the Houston Women's Business Council.

## **QUESTIONS**

Any questions concerning this RFP and all correspondence must be submitted in writing via email to the following contact:

Ben E. Brewer III  
General Manager  
bbrewer@5cornersdistrict.org  
Cell: (210) 889-5815

Questions may not be submitted by telephone. All questions must include: Contractor's name, telephone number, fax number and email address; Reference to the specific section of the RFP in question.

Questions from RFP participants and the corresponding response will be shared with all bidders via fax and/or email. All questions shall be received at least 48 hours prior to bid due date and time. Questions submitted after that time will not be addressed.

## **RESPONSIBILITIES**

Contractor shall provide all necessary tools, supplies and equipment.

Contractor assumes complete responsibility for safety and well-being of Contractor's employees.

The Five Corners Improvement District, the City of Houston or any other entity or organization affiliated with the District will not assume responsibility for any of Contractor's workers who may be injured while working in the District.



# Map of Porter and Mowing Services Corridors and Gateways



