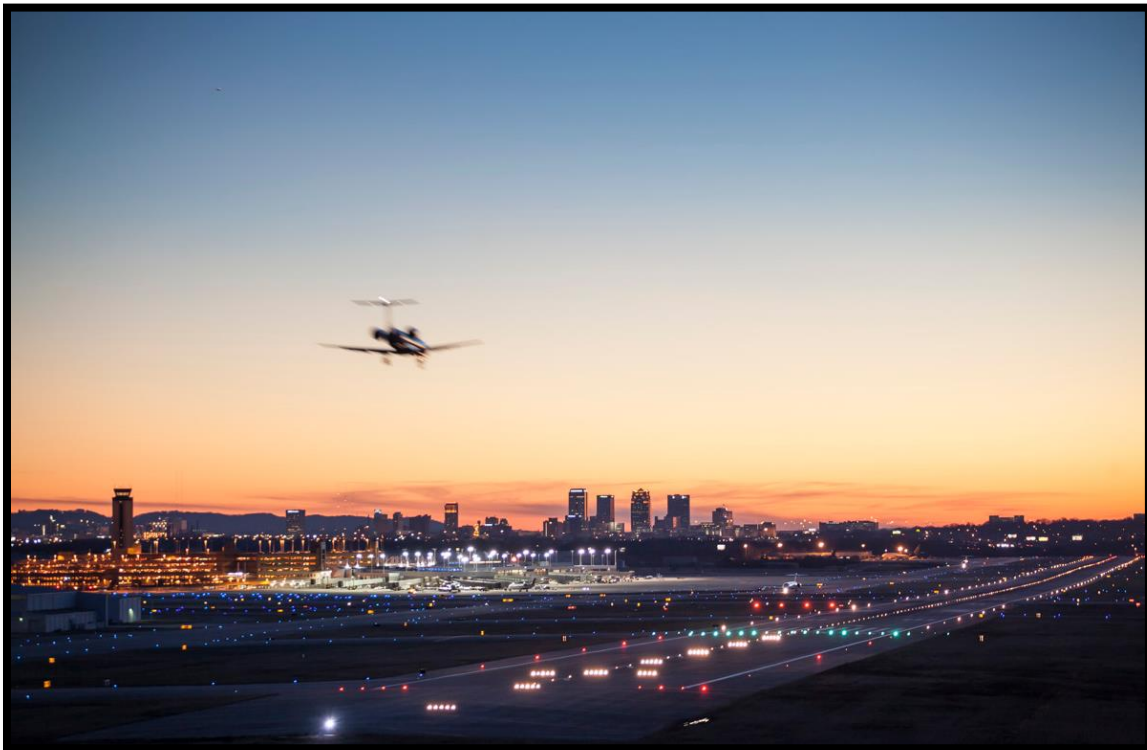


Request for Proposal (RFP)

Landscaping Services



Birmingham Airport Authority
July 2021

I. Introduction

A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals from professional Landscape Service Companies to provide landscaping and lawn maintenance services for all turf areas along Messer-Airport Highway to the intersection of Aviation Avenue (including the median), University Avenue, Airport Boulevard, Transportation Drive, Tower View Drive, Quick Turn-Around Facility (QTA) and the Parking Deck perimeter and certain areas designated by BAA of the upper and lower level containers located at the airport, all as generally depicted in red on Appendix A attached hereto and made a part hereof.

The goal of this procurement effort is to enter into a contract with the best-valued Vendor to perform landscaping services.

B. Proposed Scope of Work

The work consists of performing at a minimum weekly: mowing, edging, weeding, and flower bed and plant maintenance; at a minimum monthly: pruning of shrubs; and all other landscaping, maintenance, and planting as needed or recommended and/or requested by BAA at the locations described in this RFP. All landscaping, including grass, trees, shrubs, flower beds, vines and other items, shall always be kept in pristine and attractive condition and in all seasons. Vegetation must be kept neat and away from signs, roadways, and artwork. Proper safety signage must be maintained during the performance of all work, including without limitation traffic and warning signage and all signage required by applicable law. The scope of work shall include all landscaping work necessary to ensure that the areas identified in Section I.A. above and Appendix A attached hereto are maintained in a first-class manner and otherwise maintained in a manner that represents the airport as the doorway to the city. Moreover, Vendor shall perform the above-described work (i) in addition to the times described above, on a daily basis (weekends included) during The World Games 2022 (expected to be July 7-17, 2022) and the three days prior to the beginning of The World Games 2022 and the day after the end of The World Games 2022 and (ii) in compliance with all applicable laws, regulations, rules, and federal and state guidance materials, including without limitation laws, regulations, rules, and guidance materials promulgated by the United States Department of Agriculture with respect to wildlife and rules and guidance materials set by BAA (such compliance obligation to include using vegetation and products approved under all applicable laws, regulations, rules, and guidance materials). Respondent Vendors shall provide a proposed work plan in their proposal to achieve the general expectations listed in this section.

II. General Conditions

- i. **Terms and Conditions:** Vendor agrees to abide by all the terms and conditions contained in this RFP. Any exceptions to the requirements of this RFP, or the BAA’s terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with the RFP submittal. The Vendor acknowledges that taking exceptions to this RFP may subject the response submittal to be rejected.
- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (BAA) Department of Facilities at

mnelson@flybirmingham.com in order to be considered. The Vendor shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFP. No verbal agreements will be considered during the proposal process. BAA reserves the right to reject the proposal of any Vendor violating this provision.

- iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis of rejection. It is within the right of the BAA to reject any RFP submittal in this solicitation document.
- iv. **Errors:** Vendors or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Vendors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. In quoting prices, wherever Vendor has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. If errors occur in the extension of prices in the RFP, the unit prices shall govern. Failure to comply with this provision may result in rejection of Vendor's submittal. All documents submitted must be legible.
- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of the BAA. If changes or modifications are made without the approval of BAA, the proposal submitted by Vendor may be rejected.
- vi. **Compliance with Laws:** The Vendor shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with BAA and in submitting a proposal.
- vii. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- viii. **Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and to the highest grade of workmanship that meet the specifications in this document. Materials or service must comply with all applicable Federal, State, or OSHA requirements.
- ix. **Acceptance of Material:** The materials delivered shall remain the property of the Vendor pending physical inspection and acceptance to the satisfaction of the BAA. In the event the material supplied to BAA is found to be defective or does not conform to specifications, the BAA reserves the right to cancel the order upon written notice to the Vendor and return the product(s) to the Vendor at the Vendor's expense, and to invoke the provisions of the section titled "Default".
- x. **Default:** Any contract made between BAA and the Vendor can be cancelled by the BAA in whole or in part via written notice, upon the Vendor's non-performance or violation of contract terms. An award may be made to the lowest quoting vendor for material or services specified, and purchases may be made on the open market. The defaulting Vendor shall be liable for costs to the BAA in excess of the defaulted contract prices. The Vendor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.

- xi. **Guarantee:** The Vendor shall unconditionally guarantee the materials and workmanship on all materials and/or services for the Vendor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if any defects occur which are due to faulty material and/or services, Vendor shall repair, replace, and/or adjust such faulty material and/or services to the complete satisfaction of the BAA. These repairs, replacements, or adjustments shall be made only at a time lest detrimental to the operation of the BAA.
- xii. **Add/Delete Items:** During the term of the contract, items and/or services may be added and/or deleted to the contract upon agreement between the successful Vendor and BAA.
- xiii. **Reimbursement:** The BAA will not reimburse the Vendor for any costs associated with the preparation and submittal of any RFP response, or for any travel and/or per diem costs that are incurred.
- xiv. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this document submitted by Vendors shall become the property of the BAA when received. Once an award is made, all excess copies at the Vendor's request may be destroyed.
- xv. **Outside Estimates:** The BAA reserves the right to obtain an outside estimate, or to have the product or service provided outside of this contract when it is in the best interest of the BAA.
- xvi. **Disclaimer:** This is a Request for Proposal. This is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Vendor. BAA reserves the right to reject or disregard any or all proposals, to negotiate with any or all Vendors, and/or to enter a contract or contracts with any Vendor or Vendors for any or all of the services described herein. BAA is not obligated to respond to any statement or proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.

III. Special Conditions

- i. **Minority Business:** The BAA encourages all Disadvantaged Business Enterprises (DBE) to participate. BAA has a DBE participation goal for the scope of work associated with this RFP of eight percent (8%) (the "DBE Participation Goal").
- ii. **Indemnification:** Vendor undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Vendor, or any of the Vendor's subcontractors, employees, or anyone for whom the Vendor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO COMPANY BY THE BAA.
- iii. **Changes and Alterations:** The BAA reserves the right to make any alterations in the RFP and/or contract as may be necessary due to changing conditions found during

the Project. The Vendor shall not claim forfeiture of contract by reasons of such changes by the BAA representative. If such changes increase or decrease the amount of the work or materials, the Vendor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Vendor must be submitted in writing and must be approved by the designated BAA Representative.

- iv. **Cure and Cover Clause:** If a successful Vendor fails, or BAA concludes that there is a reasonable likelihood that the Vendor will not be able to timely perform its obligations under this RFP and/or contract, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after five (5) days' written notice to the Vendor: (A) Withhold any monies then or next due to the Vendor; or (B) Terminate the contract and obtain the deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due to Vendor and hold Vendor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Vendor does not cover BAA's cost of cover.
- v. **The BAA Reserves the Right:** (a) to award proposals received on individual items, or on the entire list of items; and (b) to reject any or all proposals or any part thereof; and (c) to waive any irregularities and/or technicalities on the proposals; and (d) to accept the proposal that is in the best interest of BAA; and (e) to obtain clarification or additional information for any proposal; and (f) to purchase either selected items, or to not select any Vendor or purchase any goods and/or services resulting from this request; and (g) to reject any Vendor who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Vendor whom investigation shows Vendor is not in a position to perform the Project and/or service as specified in this RFP.
- vi. **Basis of Award:** The basis of evaluation will be lowest proposed cost considering price and Vendor availability to seek or exceed BAA's specifications and requirements. The proposal is subject to be awarded to the most responsive and responsible Vendor whose proposal is evaluated to be the most advantageous to the BAA considering price and other factors. The award can be made to one or multiple Vendors, whichever is in the best interest of the BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services if the primary supplier cannot make provision to the BAA when time is of the essence.
- vii. **Insurance:** The selected Vendor shall procure, at its expense, and keep in full force and effect at all times during the term of the contract, the types and amounts of insurance specified herein and in Appendix B attached hereto and made a part hereof.

IV. Submittal Requirements

A. Selection Process

This is a best value procurement process. This method is defined as "a procurement process where price and other key factors can be considered in the evaluation and selection process to minimize impacts and enhance the long-term performance and value of construction."

A project proposal will be solicited from all interested Vendors. The project proposal will allow the opportunity to provide data relating to the experience and qualifications of the interested Vendor. A cost proposal must also be included.

BAA's selection committee will review all responsive proposals based on the criteria listed in this RFP and create a ranking of Vendors.

Short-listed Vendors may be interviewed (as detailed in Section IV.D. below). However, BAA reserves the right to select the highest ranked Vendor based solely upon submittals if sufficient information is included in the project proposal. In such case and as described in Section IV.D. below, BAA will create a final ranking based on the criteria listed in this RFP to determine the highest ranked consultant and engage in negotiations for each project.

B. Project Proposal

Please submit three (3) hard copies and one (1) electronic copy (via USB flash drive) of your proposal plan to the address below. Please include the cost proposal in a separate and a sealed envelope along with your proposal package. The cost proposal should also be included in the flash drive as a separate file from the proposal.

Contact: Ed Seoane, Vice President of Purchasing

E-mail: eseoane@flybirmingham.com

Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

Deliveries can also be made in-person to the BAA Office located on the ground level of the Terminal Building (located at the above address). Adherence to face mask protocols in the Terminal Building is required.

All questions associated with this RFP must be submitted in writing via e-mail to Matthew Nelson, Vice President of Facilities, at mnelson@flybirmingham.com by the deadline identified for questions/clarifications (see timeline).

Project proposals shall remain valid for one hundred eighty (180) days from the submission deadline. By submission of a bid/quote, Vendor agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

C. Project Proposal Format

Vendors' Project Proposals shall be no longer than twenty-five (25) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents), each page must not be larger than 8.5" x 11", and must include the following sections:

- i. **Vendor Overview and Capability to Perform All Aspects of the Scope of Work:** Detail the overall structure of the Vendor and any unique operating characteristics that may enhance the scope's overall success. This should include but is not limited to: relevant services provided by the Vendor, office locations, and total number of employees providing relevant services.

- ii. **Recent Vendor Experience in Performing Similar Services:** Discuss relevant services completed at other comparable facilities within the past five (5) years. This should include, but is not limited to: location, start and completion date, description of services provided, outcome of services provided, quality of services provided, and applicability to BAA's proposed scope of work. Identify the Vendor's role as either a prime or subcontractor and specific contribution to the task. A point of contact for the project's owner must also be included. BAA may contact such references, as necessary.
- iii. **Proposed Scope of Work and Approach to Performing the Services:** Discuss the scope of work and how the Vendor will provide the desired services. This includes recommendations on how to achieve the scope of work including a proposed work plan. Identify the operational safety procedures to be employed while performing the desired services. Detail how the Vendor will perform quality control throughout the contract term. Identify the Vendor's plan for communication with BAA throughout the contract term.
- iv. **DBE Participation:** Provide a detailed breakdown of any DBE firms that will be utilized throughout the scope of work.
- v. **Cost Proposal:** Provide the proposed cost to complete the scope of work on an annual basis in a lump sum format.

D. Project Proposal Selection Criteria

Proposals will be evaluated and scored on a scale of 0 (lowest) to 100 (highest). In the event proposals are not considered sufficient to determine the highest ranked Vendor, interviews will be conducted with up to the three (3) highest ranked Vendors. Additional interview scoring criteria will be provided in advance of the interview date, if necessary. Each criterion and its portion of the maximum scoring value is listed below:

- i. Vendor's capability to perform all aspects of the scope of work
- ii. Vendor's proposed approach to the services at BHM
- iii. Vendor's recent experience in performing similar services
- iv. Vendor's commitment to the DBE Participation Goal
- v. Vendor's proposed cost

E. Tentative RFP Timeline

All deadlines are by 2:00 P.M. Central Time on each respective date.

RFP Posted	July 27 th , 2021
Mandatory Pre-Submittal Meeting	August 12 th , 2021
Mandatory Site Visit	August 12 th , 2021
Deadline for Proposal Questions/Clarifications	August 19 th , 2021
Proposal Deadline	September 1 st , 2021
Interviews (if elected by BAA)	TBA
Vendor Recommendations / Master Service Agreement Date	September 28 th , 2021

F.

Mandatory Pre-Submittal Meeting and Site Visit

A **mandatory** pre-submittal meeting is scheduled for **August 12th, 2021 at 0900 A.M.** (Central Time) in Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L) Note Single use Parking Deck validations will be provided to attendees at the meeting. A site visit to the project area will be available on **August 12th, 2021 at 10 A.M immediately after pre-submittal meeting.** All attendees who plan to attend the meeting must RSVP to Matthew Nelson at mnelson@flybirmingham.com by close of business August 9th, 2021. Access to the Zoom meeting and / or instructions to the site visit will be provided upon receipt of RSVP.

Appendix A

Proposed Landscaping Areas



Appendix B

Insurance Requirements

The Selected Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified in Exhibit B: “BAA Contractor Insurance Requirements” which is attached hereto and incorporated by reference herein.

The specified insurance shall include and insure Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees, including, with limits, the OAR and the Engineer and the other named consultants, their officers, agents and employees as additional insured’s (with the exception of Worker’s Compensation and Professional Liability), against the areas of risk associated with the Services as described in this RFP with respect to Contractor’s operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Airport, and other related functions performed by or on behalf of Contractor in, on or about Airport, which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

A copy of the Contractor’s current insurance certificate, verifying the Contractor’s insurance coverage, must be submitted upon execution of the Agreement and prior to commencement of the Work. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Contractor, its agents, employees, or any subcontractor. Contractor shall furnish the insurance coverages outlined in Exhibit B: “BAA Contractor Insurance Requirements” either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority.

Certificates of Insurance shall be filed with the Owner prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the Owner. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to the Owner.

All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Contractor. Such policies shall also include a Waiver of Subrogation and provide the Owner at least thirty (30) days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Authority based upon the nature of Contractor’s operations and the type of insurance involved.

Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation

of such coverage shall be submitted with the final Application for Payment by the Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Authority."

At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Authority. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies. In the event Contractor fails to furnish Authority with evidence of insurance and maintain the insurance as required, Authority upon ten (10) days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse Authority for the cost thereof. Payment shall be made within thirty (30) days of invoice date.

Contractor shall provide proof of all required insurance and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage's shall be filed with Authority prior to Contractor performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverage's, (iii) the insurance carrier's name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to Owner. Owner reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

Authority and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the Authority who may, thereafter, require Contractor, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Authority deems to be adequate.

All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Contractor has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit B: BAA Contractor's Insurance Requirements.

Contractor is also advised of the statutory immunity of negligence applicable to the owner and its directors, which is contained in Article 2, Chapter 3 of Title 4 Section 4-30-50 of the Code of Alabama, 1975.

BAA CONTRACTOR INSURANCE REQUIREMENTS

It is highly recommended that each Bidder request that its current insurance broker/agent review the insurance requirements in this Contract before completing and submitting a Bid, so each Bidder will be aware of any additional cost that may be incurred to meet the Owner's insurance requirements for this Contract. No such additional costs shall be part of the Bid price, and the Contractor shall be responsible for paying the same.

All such insurance policies shall provide that coverage is primary and non-contributory, includes waiver of subrogation and provides the Owner at least thirty (30) days prior written notice of any cancellations or modification thereof. The Owner shall be named as an additional insured on all policies except Workers' Compensation and the Professional Liability/E&O policies.

Additional Insureds shall read: Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees.

Please note that separate limits may be required if RFP requires work be performed "Airside" vs "Non-Airside" as outlined on the attached Exhibit B.

Contractor shall at all times during the term of this Agreement maintain, at its own expense, the following minimum levels and types of insurance (see next page):

BAA CONTRACTOR INSURANCE REQUIREMENTS

CONTRACTOR PROVIDED INSURANCE FOR AIR-SIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory for Coverage A
Employee's Liability	\$1,000,000 each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
Requirements:	1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
General Liability	\$1,000,000 each occurrence

\$10,000,000 General Aggregate
\$10,000,000 Completed Operations/Products Aggregate
\$1,000,000 Personal Injury
\$5,000 Medical Payments

Requirements:

1. XCU Perils Coverage
2. Completed Operations Extended 3 Years
3. Broad Form Property Damage
4. Fellow Employee Coverage
5. Primary & Non-Contributory
6. Waiver of Subrogation
7. 30 Days Notice of Cancellation to Certificate Holder
8. CG2010 and CG2037 Endorsements
9. Contractual Liability applicable to Contractor's indemnification obligations

Business Automobile

\$2,000,000 per occurrence combined limit for bodily injury liability and property damage

Requirements:

1. Covers owned, non-owned and hired autos
2. Primary & Non-Contributory
3. Waiver of Subrogation
4. 30 Days Notice of Cancellation to Certificate Holder

Umbrella

\$10,000,000

**Builder's Risk Policy
Requirement:**

Amount of Project

1. Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is scheduled for the Work but has not been delivered to the Job Site
2. Coverage shall insure interest of Owner and Contractor
3. Provide Replacement Cost
4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

Pollution Policy

\$5,000,000

Professional Liability

\$1,000,000