



**SAHA** | SAN ANTONIO  
HOUSING AUTHORITY  
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818 S. FLORES ST. SAN ANTONIO, TEXAS 78204 www.saha.org

Procurement Department

# REQUEST FOR PROPOSALS

For

## **Mowing and Ground Maintenance for Beacon Communities**

For

### **HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS AND AFFILIATED ENTITIES**

**RFP#: 2008-988-36-5096**

Prepared by:

**Department of Procurement**  
of  
The San Antonio Housing Authority  
818 South Flores Street  
San Antonio, Texas 78204

Interim President and CEO ..... Ed Hinojosa

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## **Section A**

### **Background Information and Evaluation**

I. **Background Information:** The San Antonio Housing Authority d/b/a San Antonio Housing Authority (“SAHA”) is a public housing agency created by resolution of the City of San Antonio in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

SAHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. SAHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. SAHA programs are federally funded along with development and modernization grants and rental income.

Its primary activity is the ownership and management of over 6,300 public housing units. It also administers rental assistance for almost 12,000 privately owned rental units through the Section 8 program. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

SAHA has created a number of affiliated public facility corporations (“PFCs”) pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs own projects. In other cases, PFCs or other related entities serve as partners in partnerships that have been awarded low-income housing tax credits. SAHA’s affiliated entities own and operate over 3,000 units of affordable housing.

SAHA staff also manages the San Antonio Housing Finance Corporation (“Finance Corporation”), which is primarily a conduit issuer of bonds for developers of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used herein, “SAHA” shall include its affiliated entities.

As a part of our social mission and federal mandate, SAHA is committed to providing economic, training and educational opportunities to the low income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

SAHA is governed by a Board of Commissioners and managed on a day-to-day basis by its President and CEO. The SAHA Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO is then charged with implementing these actions.

**II. Opportunity:**

The **San Antonio Housing Authority (SAHA)** and affiliates are seeking proposals from qualified, licensed, and experienced entities to provide mowing and ground maintenance services to Beacon Communities.

**III. Timeline:**

DATE ISSUED	January 15, 2021
NON-MANDATORY PRE-SUBMITTAL MEETING	Due to current meeting restrictions no pre-submittal is scheduled. <i>*Email questions are encouraged in lieu of attendance.</i>
LAST DATE FOR QUESTIONS	February 2, 2021
PROPOSAL DUE DATE	February 11, 2021 at 2:00 P.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	March / April 2021

SAHA reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via an emailed Addendum.

**IV. Objectives:**

SAHA is soliciting requests for proposals from Respondents with demonstrated competence and experience to provide Mowing & Ground Maintenance Services..

**V. Minimum Qualifications:**

1. Type of Organization: Firms or joint ventures of firms with a demonstrated record of expertise:
  - a. Respondent must demonstrate that they have been actively engaged for a minimum of Three (3) consecutive years in mowing and ground maintenance in multi-family properties.
  - b. Must have ability to meet all qualifications and ability to perform the work specified in the Specifications.

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- VI. **Evaluation:** Each proposal submittal will be evaluated based upon the following information and criteria:
- A. **Initial Evaluation-Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).
  - B. **Evaluation-Responsibility:** SAHA shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the Respondent's level of responsibility. SAHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by SAHA. All proposals would be evaluated as to their overall value to SAHA.
  - C. **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Respondent will be excluded from participation on SAHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Respondents will be excluded from participation on SAHA's evaluation panel.
  - D. **Evaluation Criteria:** The evaluation panel will use the following criteria to evaluate each proposal:
    - 5 Excellent
    - 4 Above Average
    - 3 Average
    - 2 Below Average
    - 1 Poor
    - 0 Non Responsive

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No..	Points	Weighted Average	CRITERION DESCRIPTION
1	0-5	20%	<b>Experience:</b> Relevant experience in mowing and ground maintenance for other entities of similar size and complexity. Demonstrated evidence of Respondent's overall ability to perform this or greater scope on a routine basis and as-needed basis. Proven track record of providing successful results to clients with consideration given to those firms with past experience providing services to other governmental clients.
2	0-5	15%	<b>Key Personnel:</b> Respondent's demonstrated competence in assembling a team of highly skilled and professional workers to perform the services
4	0-5	20%	<b>Capacity:</b> Evidence of Respondents ability to meet all requirements specified in the Scope of Work (Exhibit A). Supervisory capacity to respond to situations as they arise and ability to engage a variety of ground maintenance needs in a timely manner.
2a	0-5	15%	<b>Project Management and Plan:</b> An initial sample plan that demonstrates a clear understanding of the work to be done and proposes a comprehensive and well thought out approach, methodology, and deliverables, that address SAHA's needs and objectives at each property and demonstrates Respondent's ability to meet deadlines and complete the requested services.
3	0-5	25%	<b>Price Proposal:</b> Competitive pricing of the proposed services and deliverables.
5	0-5	5%	<b>Strength of the Contractor's S/W/MBE Utilization Plan</b>
		100%	<b>Total Points for Criteria</b>

**E. Interview and Presentation:** SAHA reserves the right to initially evaluate responses to all listed Evaluation Criteria except No. 3-5 and then short list the Respondents, who are initially deemed qualified and competitively responsive. These short-listed Respondents may be asked to make a presentation and be interviewed by the evaluation committee so that Respondent's Proposal Submittal may be clarified. Respondent will be asked to conduct product overviews and demonstrations for discussion and clarifications. Presentations and Interviews, if requested, shall be a factor in the award recommendation. The short-listed Respondents shall then be evaluated on the remaining Evaluation Criteria.

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**Section B**  
**Instructions to Respondents**

- I. **Point of Contact:** The point of contact for purposes of obtaining the Request for Proposal and to submit responses is:

POINT OF CONTACT	Shayne Everett-Endres, Purchasing Agent San Antonio Housing Authority 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6254 E-mail: <a href="mailto:shayne_everett-endres@saha.org">shayne_everett-endres@saha.org</a> TX TTY: 1-800-735-2989
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The Request for Proposals can be obtained by calling 210-477-6059 or online at

[www.saha.org](http://www.saha.org)

<https://ha.internationaleprocurement.com>

<http://www.publicpurchase.com>

All Addenda will be posted on SAHA's website [www.saha.org](http://www.saha.org), <https://ha.internationaleprocurement.com> and [www.publicpurchase.com](http://www.publicpurchase.com). Any changes that are issued before the proposal submission deadline shall be binding upon all prospective Respondents.

Respondents shall address all communication and correspondences pertaining to this RFP process to only the Contact person identified above. Respondents must not inquire or communicate with any other SAHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, SAHA will not conduct any ex parte conversations which may give one prospective Respondent an advantage over other prospective Respondents.

- II. **Prohibitions:** Contact with members of the SAHA Board of Commissioners, or SAHA officers and employees other than the contact person listed herein, by any prospective Respondent, after publication of the RFP and prior to the execution of a contract with the successful Respondent(s) could result in disqualification of your proposal. In fairness to all prospective Respondent(s) during the RFP process, if SAHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Respondent has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

**III. Non-Mandatory Pre-Proposal Conference:** A pre-proposal conference will be held at SAHA Central Office, located at 818 South Flores, San Antonio, Texas 78204 as indicated herein. The purpose of this conference is to assist Respondents in understanding the RFP documents and required submittal documents. At this conference, SAHA will conduct an overview of the RFP documents, including attachments. Any questions must be submitted in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.

**IV. SAHA'S Reservation of Rights:**

SAHA reserves the right, without liability, to:

1. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by SAHA to be in its best interests.
2. Award a contract pursuant to this RFP
3. Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent.
4. Determine the days, hours and locations in which the services are performed in this RFP.
5. Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from SAHA.
6. Negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of SAHA successfully concluded within a reasonable timeframe as determined by SAHA, SAHA shall retain the right to end such negotiations.
7. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to rejection of incomplete proposals and/or proposals offering alternate or non-requested services and from Respondents deemed non-responsive and non-responsible.
8. Prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Respondent further agrees that he/she will inform SAHA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective Respondents, of any responsibility pertaining to such issue.
9. Award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued.
10. To advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.



11. Cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
  12. Reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or SAHA's requirements in good faith change after award of the contract.
  13. Make an award to more than one Respondents based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO)
  14. Establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.
  15. Require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by SAHA.
  16. Amend the terms of the contract any time prior to contract execution.
  17. Contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.
- V. Timely Submissions:** Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by SAHA. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by SAHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to SAHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.
- VI. Pre-Qualification:** Respondents will not be required to pre-qualify to submit a proposal. However, all Respondents will be required to submit adequate information showing that the Respondents is qualified to perform the required work
- VII. Review of RFP Forms, Documents, Specifications and Drawings:** It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

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- VIII. Responses:** A total of one (1) original signed copy (marked "ORIGINAL") using the Proposal Form attached as Attachment F, and four (4) exact copies, (marked copy) shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

{RFP # {Insert Number}}  
{Insert Exact Title of RFP}  
{Insert Month, day, year, Time of Bid Opening}  
The San Antonio Housing Authority  
Procurement Department  
818 S. Flores  
San Antonio, Texas 78204

The Respondents shall bind the proposal such that SAHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

- IX. Withdrawal of Proposals:** A request for withdrawal of a proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. SAHA retains the right to accept or reject any and all bids to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.
- X. Mistake in Proposal Submitted:** After a proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a bid due to a material mistake in the bid.
- A. Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at SAHA's discretion, be reason for rejection:
1. If the forms furnished by SAHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
  2. If all requested completed attachments do not accompany the proposal submittal.
  3. If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the Respondents submitting the same a competitive advantage over other Respondents.
  4. If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

- XI. Disqualification of Respondents:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Respondents and the rejection of his/her proposal:
1. Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with SAHA until such participant shall have been reinstated as a qualified bidder or Respondent. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
  2. More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
  3. Lack of competency, lack of experience and/or lack of adequate resources.
  4. Unsatisfactory performance record as shown by past work for SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
  5. Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.
  6. Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of award.
  7. Failure to demonstrate minimum qualification requirements of SAHA.
  8. Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by SAHA) who will be engaged by the successful Respondent(s) to participate in the Project.
  9. Failure of the successful Respondents to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.
  10. Any reason to be determined in good faith, to be in the best interests of SAHA.
- XII. Questions/Inquiries:** A Respondent may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is requiring clarification. SAHA reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.
- XIII. Substitutions:** Respondents must propose a Project that meet the requirements of the RFP documents. All verbal communications or instructions provided by any SAHA personnel shall only become official and binding when issued as an addendum by the SAHA Procurement Department.

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- XIV. No Liability for Costs:** SAHA assumes no liability or responsibility for the costs incurred by the Respondents for any materials, efforts or expenses required in the preparation of proposals or in connection with presentations or demonstrations prior to the issuance of a Contract.
- XV. Proposal Opening Results:** Proposals are publicly opened and the results are generally a matter of public record. When SAHA has concluded all evaluations, has chosen a final top-rated Respondent, has completed the award and is ready to issue such results, SAHA shall notify the successful Respondents. All proposal documents submitted by the Respondents are generally a matter of public record unless such information is deemed to be proprietary.
- XVI. Award:** Submissions will be evaluated on the criteria stated in Section A of this RFP. After evaluation of the responses, the Contract will be awarded to the Respondents representing the “Best Value” to SAHA after preferences for Section 3 business concerns are considered. The Selected Respondent will then enter into a development agreement with SAHA. SAHA reserves the right to issue a separate RFP for property management services.
- A. Term and Type of Contract Award:** Firm fixed contract with the option to extend for up to four additional one (1) year periods at the sole discretion of SAHA.
- XVII. Taxes.** SAHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- XVIII. Insurance:** If a Respondent receives an award and unless otherwise waived in the Contract, the Selected Respondent will be required to provide an original Certificate of Insurance confirming the minimum requirements found within Exhibit I to SAHA within 10 days of contract signature.
- XIX. Exceptions.** SAHA will consider any exception to the RFP that the Respondent wishes to include but the failure of SAHA to include such exceptions does not give the successful Respondent the right to refuse to execute SAHA’s contract form. It is the responsibility of each prospective Respondent to notify SAHA, in writing, in its Proposal of any exceptions to the RFP terms. SAHA will consider such clauses and determine whether or not to include in the Contract.
- XX. RIGHT TO PROTEST:**
- A. Rights:** Any prospective or actual Respondents or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators’ judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

- A.1 Definition:** An alleged aggrieved “protestant” is a prospective Respondents or Respondents who feels that he/she has been treated inequitably by SAHA and wishes SAHA to correct the alleged inequitable condition or situation.
  
- A.2 Eligibility:** To be eligible to file a protest with SAHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Respondents (i.e. recipient of the RFP documents) when the alleged situation occurred. SAHA has no obligation to consider a protest filed by any party that does not meet these criteria.
  
- A.3 Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of SAHA’s procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the following example:

APPEAL OF RFP NO. (insert exact number of RFP here)  
San Antonio Housing Authority  
Attn: Procurement Department  
818 South Flores Street  
San Antonio, TX 78204

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## Section C Information To Be Submitted

The response to this RFP shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

### C.1 Tab 1, Profile of Firm and Company Biography:

1. Respondents will be required to complete and return these forms as indicated and place them under this tab.

This information shall be submitted under the Tab 1 of the Proposal.

### C.2 Tab 2 Experience, Performance, and Managerial Capacity:

The Respondent must submit under this tab: the following items:

1. **Executive Summary.** Summarize Respondent's understanding of the work to be done and make a positive commitment to perform the work as stated in the Specifications. This section should summarize the key points of Respondent's submittal.
2. **Experience.** Respondent shall provide a brief history and description of Respondent's business organization and a narrative statement regarding Respondent's recent mowing and ground maintenance experience and expertise as it relates to the requirements discussed in the Specifications. Respondent shall include the location of offices and the number and types of technicians or other relevant professional staff in each office. Include a discussion of the specific expertise and services that distinguish Respondent's company.

If Respondent proposes to subcontract any portion of the work described in its response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a description of the specific expertise and services that the firm or firms contribute to the overall value of the proposal. Respondent shall provide a list of three references of clients for which Respondent has performed similar work, as described in this RFP, within the past three years.

3. **Personnel.** Respondent shall provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the personnel that would perform the services and provide the deliverables as described in the Specifications of this RFP. Specifically Respondent shall identify the primary person(s) who will be responsible for managing the relationship with SAHA during this endeavor. Respondent must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.

4. **Governmental Experience.** Respondent shall describe its experience in providing similar services to other clients, especially other governmental entities and describe the business practices that enable the firm to complete these tasks in an efficient, timely and, at times, expeditious manner.

**This information shall be submitted in the form of Tab 2 to the Proposal.**

**C.3 Tab 3, Client Information:**

Respondent shall provide copies of current licenses and certifications as required to perform the services.

1. **Client References:** Respondent shall identify three former or current clients, preferably other than SAHA, for whom the Respondent has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference the client's name, telephone number and address, description of services provided to the client, and date of services.
2. **Capacity/Financial Viability:** Respondent shall provide evidence that it has sufficient financial ability to undertake this project. This may include copies of most recent financial statements and more recent audit if available or balance sheet, income cash flow and lines of credit.

Respondent shall provide any additional documentation or information evidencing the strength of the respondent and its ability to complete the assigned tasks.

**This information shall be submitted in the form of Tab 3 to the Proposal.**

**C.4 Tab 4: Respondent's Project Management and Plan:**

1. **Respondent's Project Plan.** Respondent shall provide a sample description of the approach/methodology that Respondent might follow, that addresses the following information:

- A recommendation of service, plants, treatments and upgrades to the existing grounds.
- A detailed opinion on recommendations for service and insect treatments depending on trees found on each property.
- A service/treatment/installation schedule that includes a sample treatment/service plan for the trees conducted by a licensed arborist. The Plan will provide a separate itemized cost for grounds keeping (to include seasonal planting of flowers and replacement of damaged shrubs), tree care and irrigation.

Respondent shall include in this section the deliverables and reports that will be provided, the project controls that will be used, list of equipment and vehicles and the tasks that will be performed. Respondent shall also include the procedures used to monitor and ensure employees and subcontractor performance during the contract period and to address both quality and timeliness of services. Respondent should include in its narrative its proposed procedures for responding to management and tenant issues and dispatching capabilities for scheduling. Respondent shall also identify any significant project management or accounting tools that might be used in the development of the deliverables and the significance of their use.

**This information shall be submitted in the form of Tab 4 to the Proposal.**

**C.5 Tab 5, HUD Forms, Conflict of Interest Questionnaire and Form 1295:**

These Forms are attached hereto as Attachment D to this RFP document must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal. The successful Respondent shall be required to submit a Form 1295 to the Texas Ethics Commission in compliance with Government Code 2252.908 and a copy of the submission along with the Certification prior to execution of the contract with SAHA.

**This information shall be submitted in the form of Tab 5 to the Proposal.**

**C.6 Tab 6, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan:**

The Respondents shall submit a plan that details how the Contractor will make a good faith effort to subcontract with S/W/MBE companies. Opportunities to subcontract with S/W/MBE may include:

- Delivery and Runner Services
- Office Supplies
- Temporary Personnel
- Other CPA and/or auditing firms
- Printing & binding

**FAILURE TO PROVIDE THE SWMBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

**This information shall be submitted in the form of Tab 6 to the Proposal.**

**C.7 Tab 7, Section 3 Good Faith Effort Compliance Plan:**

Respondents are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent (30%) of new hires for Section 3 persons per contract. The subcontracting goal is ten percent (10%) for Section 3 Businesses for construction contracts and three percent (3%) for Section 3 Businesses for non-construction contracts. SAHA will provide a listing of qualified Section 3 Businesses upon request. See C6 above for potential areas to subcontract. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

**This information shall be submitted in the form of Tab 7 to the Proposal.**



**C.8 Tab 8, Proposal Checklist and Certification:**

Respondent shall certify that the Proposal documents are complete and included in the response and to the Certification contained in Attachment E.

**This information shall be submitted in the form of Tab 8 to the Proposal.**

**C.9 Tab 9, Form of Proposal:**

Respondent shall certify that the Proposal document and pricing are complete and included in the response contained in Attachment F.

**This information shall be submitted in the form of Tab 9 to the Proposal.**

**C.10 Tab 10, Pricing:**

Respondent shall provide its fees and pricing for performance of the services and providing the deliverables by completing Exhibit B. The Respondent shall provide a separate itemized cost for grounds keeping (to include seasonal planting of flowers and replacement of damaged shrubs), tree care and irrigation. The Exhibit will provide separate aggregate costs for the entire portfolio as well as the separate itemized costs. The service fees for all work provided as required by the Specifications shall be included in the periodic maintenance fee unique to each property. No listed services required required by the scope of this RFP will be subject to any additional costs to the agency or invoiced to SAHA.

Respondent shall offer accessibility to additional services such as:

- a. Tree service beyond the standard scope within this RFP
- b. Fungicide treatment of turf
- c. Irrigation
- d. Landscape Design
- e. Rock and Masonry Work

Respondents shall provide a schedule of costs for these listed supplemental services.

**This information shall be submitted in the form of Tab 10 to the Proposal.**

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**Section D  
Terms and Conditions**

These Terms and Conditions shall be considered required terms of any Contract between the Successful Respondent and SAHA. The Respondent must also be familiar with federal guidelines issued by HUD known as the "General Conditions of the Contract for Non-Construction" (see form HUD 5370). These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements.

**I. GENERAL RESPONSIBILITIES:**

- A. Specifications.** The Respondent shall provide the Services in accordance with the Specifications which are stated in Section A. IV and Exhibit A.
- B. Regulatory/Licensing.** Respondent shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Respondent.
- C. Timesheets.** Respondent shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment in the Project.
- D. Unacceptable Employees:** If any employee of the Respondent is deemed unacceptable by SAHA, Respondent shall immediately replace such personnel with a substitute acceptable to SAHA.
- E. Uniforms/Badges:** Respondent shall provide uniforms and/or ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties out of uniform and/or without an ID badge.
- F. Criminal history/Drug testing.** Respondent shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Respondent.
- G. Work on SAHA Property:** The Respondent shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.

**Continued on Next Page**

**H. Wages.** Respondent shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Respondent further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.

**I. Independent Contractor:** The Respondent shall be considered an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

**II. SECTION 3 REQUIREMENTS. Intentionally left blank.**

**III. SUBCONTRACTORS.** Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the SAHA. Also, any substitution of subcontractors must be approved in writing by SAHA prior to their engagement. All requirements for the “Prime” Respondent shall also apply to any and all subcontractors. It is the Respondents’ responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to SAHA for the performance under the contract. The Respondent shall assure that its subcontractors comply with all applicable HUD regulations and SAHA requirements including but not limited to Section 3 requirements, insurance, Davis Bacon wage requirements and reporting, permitting, code compliance, and licensure.

**IV. LIMITATION/INDEMNIFICATION/INSURANCE**

**A. Limitation of Liability:** In no event shall SAHA be liable to the successful Respondents for any indirect, incidental, consequential or exemplary damages.

**B. Indemnification.** The Respondent shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Respondent, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Respondent, any subcontractor, or any employee, agent or representative of the Respondent or any subcontractor. **RESPONDENT ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

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For clarification purposes, Respondent shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Respondent*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Respondent may be liable.

**C. SAHA Actions.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of SAHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

**D. Insurance:** The Respondent shall maintain in full force and effect during the entire contract term insurance in the form and in amounts found in Exhibit I.

**V. LIQUIDATED DAMAGES:** For each day that performance under the contract is delayed beyond the time specified for completion, the successful Respondents shall be liable for liquidated damages in the amount reflected in the contract. However, the timeframe for performance may be adjusted at SAHA's discretion in writing prior to default under the contract.

**VI. WARRANTY.**

**A. General Warranty.** All items installed/provided under any contract must include a minimum two (2) year general warranty including labor and installation. This period will begin on the date of "FINAL" acceptance by SAHA.

**B. Precedence.** The services provided under the contract shall conform to all information contained within the contract as well as applicable industry-published technical specifications, and the Specifications. If one specification contains more stringent requirements than the other, the more stringent requirements shall apply.

**C. Implied Warranties.** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

**D.** Respondent shall assign any warranties and guarantees to SAHA and provide the Respondent's Warranty for Labor and Installation to SAHA along with all Manufacturers' Warranty documents.

**Continued on Next Page**

**VII. INVOICING:**

**A. Invoices.** Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address. Respondent(s) must submit a separate invoice for each purchase order issued by SAHA unless prior approval is obtained from SAHA. To insure prompt and timely payment of invoices, and unless utilizing a progress payment schedule, invoices shall be sent electronically to the following address:

[Accounts\\_Payable@saha.org](mailto:Accounts_Payable@saha.org)

If the Respondent does not have the capability to send invoices electronically they may be mailed to:

San Antonio Housing Authority  
Finance and Accounting  
P.O. Box 830428  
San Antonio, TX 78283-0428

- B. Progress Payments.** If applicable, SAHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. SAHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.
- C. Direct Deposit.** Upon the Award of Contract, Respondent shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.
- D.** Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice.

**VIII. Laws and Regulations**

**A. General.** SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable. Respondent shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Respondent shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Respondent for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

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**B. Specific.** Respondents shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- Executive Order 11246
- Executive Order 11063
- Copeland “Anti-Kickback” Act (18 USC 874)
- Davis Bacon and Related Acts (40 USC 276a-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- Age Discrimination Act of 1975
- Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-
- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.)

**C. Incorporation.** Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

## **IX. Termination.**

**A. Early Termination.** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Respondent, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Respondent to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Respondent’s rate and new company’s rate) beginning the date of Respondent’s termination through the contract expiration date. The contract may be terminated under the following conditions:

- a. **Consent:** By mutual consent of both parties, and
- b. **Termination For Cause:** As detailed within the attached HUD Forms. SAHA may terminate any and all contracts for default at any time in whole or in part, if the Respondent fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.

**c. Failure to Fund.** SAHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

**d. Termination for Convenience:** In the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Respondent when it is determined to be in the best interest of SAHA.

**B. Action Upon Termination.** Upon receipt of a notice of termination issued from SAHA, the Respondent shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by SAHA in the notice of termination.

**C. Remedies Cumulative.** The rights and remedies of SAHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

**D. Rights Upon Termination.** In the event the contract is terminated for any reason, or upon its expiration, SAHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Respondent shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Respondent has produced or acquired in the performance of the contract.

## **X. General Conditions**

**A. Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

**B. Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

**C. Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and SAHA may pursue compensatory and/or liquidated damages under the contract.

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- D. Examination and Retention of Respondent's Records:** SAHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, have access to and the right to examine any of the Respondent's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.
- E. Right to data and Patent Rights:** In addition to other ownership & use rights SAHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Respondent and/or subcontractors pursuant to the terms of the contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.
- F. Force Majeure:** Neither SAHA nor Respondent shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Respondent's reasonable control. Respondent shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- G. 11.25 Non-Boycott of Israel Tx. Govt. Code 2270:** Effective 9-1-17: prohibits a governmental entity from doing business with any vendor for goods or services unless that vendor verifies in the contract that "they i) do not boycott Israel and ii) will not boycott Israel during the term of the contract".
- H. 11.26 Tx. Govt. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts.

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# **EXHIBIT A**

## **Specifications**

## **Specifications**

Contractors shall provide the following detailed services if awarded a contract pursuant to this RFP:

Within 30 days of execution of the Contract documents, the Contractor will walk each of the existing properties and analyze the groundskeeping and any potential difficulties with the topography and have a thorough understanding of the areas that will need to be serviced at each of the communities. All existing exterior planted materials will be visually analyzed and identified.

- a. The listing will be provided individually per property.
- b. Identification of the tree life on the properties: The Awarded Contractor will visit each property and provide a detailed listing and visual analysis to include the following:
  - i. Landscaping needs
  - ii. Recommendations

Contractor will be asked to provide, as its first deliverable, a customized comprehensive plan that provides recommendations of service, plants, treatments and upgrades to the existing grounds for each of the identified properties. The Contractor will provide a detailed list of the types and quantities of plants present on each of the communities, including all flowers and shrubs.

The Contractor will be required to provide within their plan the number and types of trees present on each of the communities. Contractor shall provide an opinion of the condition of all trees on the property, the health of each tree based on the visual condition of the trees, a list of trees close to expiration or in need of treatment due to insects or lack of care and a list of trees in need of fertilization and/or insect control and provide.

Lastly, the Contractor will be expected to provide a detailed service/treatment/installation schedule for the existing grounds and each of the existing plants (or recommended plants and color change) and shrubs on the property. This will include a treatment/service plan for the trees conducted by a licensed arborist. The following sections I-III discuss in more detail SAHA's expectations and requirements as it relates to the content of the Plan for each property and performance of the services.

### **Section I.**

#### **Comprehensive Plan/Recommendations**

The Contractor will provide a detailed recommendation addressing the condition of the existing grounds, plants and shrubs present at each of the communities. The recommendations including but not limited to:

1. Grass
2. Plants/flowers/Perennials
3. Native water resilient plants and flowers.
4. Shrubs
5. Plant beds
6. Areas surrounding the community along the fence lines
7. Insect treatments
8. Winter Rye
9. Potential xeriscape and recommended materials
10. Suggest potential compost areas

## **Section II.**

### Identification of the tree life on the properties

The Contractor will visit each property and provide a detailed listing and visual analysis of the following:

1. An opinion of health based on the visual condition of the trees per property by a licensed arborist and;
2. An opinion of treatment or servicing of trees per property

## **SectionThree (III)**

### Services, Cost & Schedules

The Contractor will provide a detailed monthly service plan and schedule based on the analysis provided in the previous sections (for each of the properties) to include:

1. Preventive plant infestation treatment
2. Plant installation schedule (to include seasonal color (3 times per year) and recommended drought resistant plants)
3. Servicing of existing plants (to include trims and bed turns)
4. Servicing of shrubs (or replacements)
5. Winter Rye
6. Separate treatment/service schedule plan for trees to be provided by a licensed arborist, to include a predetermined precautionary price schedule for large trees that have been damaged due to an unforeseen occurrence such as a lightning strike or flooding and;
7. Replace and fill mulch in existing beds.

The Contractor will be provided with a segmented list of properties to be visited, visually analyzed and serviced as a group. See requested grouping.

## **Section IV. Minimum Requirements Concerning Basic Maintenance**

### **A. Turf Areas**

1. Servicing will be conducted at established days during the year, to include Mow, Edge and Trim.
2. Mowing and edging of all turf areas shall be performed on each visit.
  - a. Before and after each mowing and service visit, Contractor will legally dispose of (off site) all trash, litter and debris from the entire property to include by not limited to in and around the shrub areas, ground cover beds, planting beds and all other man-made or natural abutment.
  - b. Will trim all ground cover and other areas in a linear, neat manner and in conformance with proper horticultural standards and techniques as designated for the San Antonio geographical zone.
  - c. Will mow and maintain a uniform height not to exceed 2-3 inches above the ground.

- d. Mow all grass in all common areas of the property completely to maintain a uniform height not to exceed between 2-3 inches.
- e. Will mow, edge, and clean-up individual tenant yards to include back, front and side yards (if applicable).
- f. Trimming and edging of the turf shall be performed on each visit.
- h. Trim and edge in linear manner all grass to a uniform height not to exceed between 2 to 3 inches to prevent growth of grass on sidewalks, fence lines, streets, parking areas, building foundations, dumpster pads, shrub beds, ground cover beds, flower beds and any other man made natural abutment.
- i. Will use trimmers in locations where mowers cannot reach vegetation.
- j. Any retention ponds and drainage easements must be mowed at least once (1) per month.
- k. Leaves will be picked up and removed once per month in the spring and summer (as needed), and twice per month (as needed) in the fall and winter months.
- l. Ruts, holes and other disfigurement of mowed areas caused by mowing equipment shall be the responsibility of the Contractor to repair to original condition.
- m. Will include a weed control and fungicide to be applied (as needed) throughout the year to maintain a weed free and healthy turf.
- n. Will install new sod (as needed).
- o. Contractor will not blow, rake, etc. loose lawn debris (leaves, etc.) to any empty lots or alleyways next to the properties.

## **B. Hard-Scaped Areas**

- 1. All hard scaped areas will be blown-off on each visit.
- 2. All joints and cracks will be sprayed (with an eco-friendly weed killer) and kept weed and grass free to keep a neat appearance.

## **C. Shrub and Ground Cover Beds**

- 1. Weeding will be conducted at each servicing during the year.
  - a. Post and Pre-Emergent will be done at a minimum two (2) times a year. A pre-emergent herbicide will be applied to lawn areas in the spring and in the fall to inhibit the germination of annual weed species. A Post Emergent will be applied to lawn areas to kill established weeds.
  - b. All beds and shrubs will be kept weed free using herbicide and manual weeding.
  - c. Will maintain ground cover within its bed boundaries.

- d. Will include weed control and fungicide to be applied (as needed) throughout the year to maintain a weed free and healthy turf.
- e. Adequate mulch will be maintained at all times.
- f. Mulch will be turned in the beds, once per month to obtain fresh appearance.
- g. **Property approved mulch** will be installed as needed to maintain a fresh appearance, and an average of 2 inches will be maintained. This will include all common areas such as the Leasing Office, Pool, Mailbox and Entrance areas as well as other high visibility common areas.
- h. Bed areas will be trimmed to maintain a defined edge.
- i. Tree wells will be maintained around trees in lawn areas to prevent bark damage.
- j. Shrubs shall be treated (at a minimum) two times per year to minimize insect and disease damage. The first application will be administered in late winter (or as recommended) with a dormant oil spray to kill overwintering insects and eggs. The second will be administered during the growing season to control new infestations.
- k. Shrubs and groundcovers will be maintained for the best shape and size according to the individual plant.
- l. Shrubs and groundcovers will be trimmed once per month or as needed.
- m. Ground cover trimming will be conducted (as determined) during the year.

**D. Fertilization/Pesticide/Herbicide Maintenance**

1. Fertilize/Pesticide/Herbicide Maintenance will be conducted a predetermined number of times a year.
  - a. Fertilizer ratios must be adjusted to each individual project.
  - b. All grass areas shall be fertilized (at a minimum) twice per year (prior to summer and winter) respectively with a slow release, non-burning organic fertilizer that is designed for the respective species of grass at the property, preferably organic.
  - c. All shrub beds (including flower beds) shall be fertilized (at least) twice per year (prior to the summer and winter months) respectively with a slow release non-burning fertilizer designed for the respective species of shrub.
  - d. Fire ant mound treatment will be done as needed. Will administer a program of fire ant treatment during every service visit by a licensed technician or a technician under the licensee's supervision as followed by law and regulations. The program shall include spot treating every mound or colony discovered during each routine service.

- e. Contractor will apply (after pulling growth) effective, safe and environmentally friendly herbicide to immediately kill all grass and weeds growing up through cracks and openings in sidewalks, curbs, roads, parking areas, walls, etc.
- f. All trees shall be fertilized (at least) once per year prior to winter and summer (preferably April and October) respectively with a slow release, non-burning fertilizer that is designed for the respective species of tree (preferably be a licensed Arborist).

#### **E. Seasonal Color**

- 1. Seasonal Color will be added two times a year to certain common areas of each property to include the entrance, office and pool areas.
  - a. Will include bed preparation: turning and raking soil flowerbeds.
  - b. Will include fertilizer
  - c. Will include ant control applications.
  - d. Will include installation of Texas Hardwood Shredded Mulch (Installed Quarterly).
  - e. Will include pre-determined seasonal flowers.
  - f. This portion of the scope of services will not be required for the "As-Needed-Service Group" properties of Claremont, Dietrich and Warren House.

#### **F. Winter Rye Grass Installation, mulching and Maintenance**

- 1. Contractor will scalp selected turf areas in preparation for seed application.
- 2. Contractor will apply a triple blended perennial rye grass application to the turf areas and will include:
  - a. Three (3) additional fertilizations (as needed).
  - b. Pre-determined additional cuts to over seeded areas only.
- 3. All shrub beds must be completely mulched to a depth of three inches, twice per year prior to the summer and winter months respectively, using a shredded bark. The use of any other material for mulching is prohibited unless prior written approval by the property manager or respective representative is obtained.

#### **G. Trash and Debris**

- 1. Trash and normal Debris will be cleaned out of landscaped areas on each visit.
  - a. Clippings and other debris from landscape crew will be removed immediately.
  - b. Contractor will not use on site dumpsters to dispose of debris.

- c. Contractor shall remove all grass clipping and edging off site if not mulched. However, mulching is preferred. Any excess buildup of mulched grass clippings, or leaves shall be removed from the property.
- d. Contractor shall remove and legally dispose of all nuisance growth to include plants, and or foliage from buildings and roof lines a minimum of 3 feet from the structure with each routine maintenance service visit.

#### **H. Trees**

1. Tree canopies will be kept at a determined height allowing easy access around the trees.
2. Contractor will provide all trees on the property with a trunk diameter of eight (8) inches or less with a mulch ring of shredded bark at least 48 inches in diameter not including the diameter of the tree trunk or as recommended per property.
3. All finished cuts shall be clean cuts of the complete branch at its junction with the trunk or next larger branch.
4. Trees will be inspected for disease or insects on a predetermined (recommended) basis.
5. Contractor will remove and legally dispose of all dead or dying branches and twigs up to eight feet from the ground level from any and all trees on the property.
6. Contractor will remove and legally dispose of all suckers growing at or near the base of any and all trees on the property.
7. Contractor will remove and legally dispose of all growth up to eight feet from the ground level on trees, including but not limited to the pruning of all branches that interfere or will interfere with any utility lines, equipment, buildings, fences, walls parking areas, streets, pedestrian areas, thoroughfares or walkways.
8. Will prune all trees so that a symmetrical appearance is maintained and in conformance with proper horticultural standards and techniques as designated for the San Antonio geographical zone (as determined by a licensed arborist).
9. Will remove all weed growth on and around trees manually.
10. As determined (by a licensed Arborist), when pruning oak trees, all cuts shall be immediately covered with tree paint to avoid disease. All cutting equipment shall be disinfected prior to use and between each individual oak tree to avoid the spread of disease among the oak trees.
11. Corrective action will be predetermined (recommended) basis.
12. Small dead trees shall legally be disposed of as discovered.
13. Large trees destroyed due to a natural occurrence will be examined and subject to a predetermined corrective action proposal cost.
14. A licensed Arborist with the knowledge and resources to accurately diagnose and treat any type of parasitic infection or disease shall inspect the grass, trees and ground cover during each service. If required, the treatment shall be performed by a qualified technician.

15. All pruning of trees shall be performed in accordance with the best practices of the National Arborists Association and codes required by the City of San Antonio.

**I. General Work and Conditions**

1. The Contractor will provide supervision by an assigned manager who will serve as the property point of contact (for the property manager) to assure that all work is being done in accordance with the agreements.
2. An annual schedule of services will be provided outlining all of the requested services by month and will include the number to be provided.
3. The Contractor must check in with the office prior to the commencement of work.
4. A member of the property site staff must sign off upon completion of work that day.
5. All work done outside of the contract agreement must require prior written approval by the Property Manager.
6. A schedule and description of flowers to be planted prior to each color change will be provided in the agreement, and agreed to by both parties prior to installation.
7. In the event that the Contractor is not able to provide weekly maintenance due to severe weather, they will spend additional time on the next regularly scheduled maintenance to complete the specifications.
8. The workforce shall be properly attired at all times, and shall conduct themselves and perform their work in a professional manner.
9. Motor Vehicles will not obstruct mainstream traffic or be driven on the landscape.

**End of Specifications**



## EXHIBIT I Insurance Requirements

Developer is required to have in place during the term of the contract the following minimum insurance requirements. Developer will be required to provide an original Certificate of Insurance to SAHA within 10 days of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for Contractor s who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as certificate holder. This is required for any Contractor that will be using vehicle to do work on SAHA properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer’s Liability	Required Limits
Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is \$500,000. Compensation is required for any Contractor made up of more than two persons. <b><u>A Waiver of Subrogation in favor of SAHA must be included in the Workers’ Compensation policy.</u></b>  SAHA and its affiliates must be a Certificate Holder.	<b>Statutory</b> Employer’s Liability is \$500,000
Commercial General Liability	Required Limits
required for any Contractor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**ATTACHMENT B**  
**HUD Forms and Conflict of Interest Questionnaire**  
**\*Form 1295 Certificate of Interested Parties\***

\*(Form 1295 is to be completed online by the ***Selected Respondent*** and submitted to the Texas Ethics Commission pursuant to Government Code 2252.908 and a copy returned to SAHA with the Certification prior to contract execution. A copy of the 1295 Form is included herein for information purposes only).\*

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

## OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)



**ATTACHMENT C**  
**Profile of Firm Form**  
**Company Biography**

## PROFILE OF FIRM FORM (Page 1 of 2)

(1) Prime  Joint Venture/Partner  Sub-contractor  (This form shall be completed by and for each).

(2) Legal Name of Firm: \_\_\_\_\_

dba if applicable:

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address, City, State, Zip: \_\_\_\_\_

(3) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(4) Please indicate the operating structure of your company.

Publicly Held Corporation  
  Privately Held Corporation  
  Government Agency  
  Non-Profit Organization  
  Partnership  
  Sole Proprietorship

(5) Respondents's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

African American  
  Native American  
  Hispanic American  
  Asian/Pacific American  
  Hasidic Jew  
  Asian/Indian American

\_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %

Woman-Owned (MBE)  
  Woman-Owned (Caucasian)  
  Disabled Veteran  
  Caucasian American (Male)  
  Other (Specify):

\_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %

(6) Is the business 51% or more owned by a public housing resident?  Yes;  No. If yes, provide name and address of the public housing facility:

Facility Name:

Facility Address: \_\_\_\_\_ City: \_\_\_\_\_

(7) SWMBE Certification Number: \_\_\_\_\_

Certification Agency: \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

(8) Federal Tax ID Number:

(9) City of San Antonio Business License No.:

(10) State of Texas License Type and No.:

**PROFILE OF FIRM FORM (Page 2 of 2)**

- (11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.
  
- (12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.
  
- (13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.
  
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes  No

**Initials** \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of SAHA? Yes  No

**Initials** \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (16) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the SAHA discovers that any information entered herein is false, that shall entitle the SAHA to not consider nor make award or to cancel any award with the undersigned party.

**Initials** \_\_\_\_\_

- (17) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

**Initials** \_\_\_\_\_

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

## Company Biography

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

Headquarters Location: \_\_\_\_\_

Field Office Locations: \_\_\_\_\_

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

Business Specialty or Focus: \_\_\_\_\_

Number of Full Time Staff: \_\_\_\_\_

Founding Date and Brief History: \_\_\_\_\_

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

Texas Projects and/or Clients(past & current): \_\_\_\_\_

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

Previous Housing Authority Experience:    YES    \_\_\_    NO    \_\_\_

List the Authorities: \_\_\_\_\_

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

**ATTACHMENT D**  
**Small/Minority/Disadvantaged/Veteran Business Enterprise**  
**Utilization Plan**

M/WBE UTILIZATION STATEMENT  
SAN ANTONIO HOUSING AUTHORITY  
M/WBE PROGRAM OFFICE

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Please read these instructions carefully before completing the required Minority/Women Business Enterprise (M/WBE) Utilization Statement. These instructions are designed to assist prime contractors/consultants document M/WBE program compliance or in preparing the required detailed and complete good faith effort information.

Contractors/Consultants are required to submit detailed documentation when the contract specified M/WBE participation ranges or goals are not met. The SAHA M/WBE Program Manager will review and consider a bidder's or proposer's good faith efforts in assisting SAHA to meet its M/WBE policy and program objectives.

---

A. Bidders/Proposers are required to make sincere efforts in attempting to achieve the applicable SAHA M/WBE participation ranges or goals. The approved M/WBE participation ranges or goals will be monitored throughout the duration of the project;

B. All bidders/proposers are to complete Section A, Project Identification and Section B, Project M/WBE Utilization, if applicable. Should there be subcontracting/sub consulting opportunities, yet the bidder/proposer *not* achieve the project's applicable M/WBE participation range or goal, the bidder/proposer must complete all other sections of the Statement.

C. This Statement should be prepared by the company's project M/WBE Coordinator or designee. The Statement must be signed and dated by an authorized company official. The Coordinator or designee should have a working knowledge as to the project's subcontracting or sub-consulting and supplier activities (actual and anticipated). This individual shall be a key figure in directing the prime contractor's M/WBE activities.

D. The M/WBE Utilization Statement demonstrating a contractor's good faith efforts is subject to the SAHA M/WBE Program Coordinator's review and approval.

E. SAHA requires all M/WBE firms to be certified as such by an entity acceptable to SAHA for project M/WBE credit.

F. SAHA reserves the right to approve all additions or deletions of subcontractors, subconsultants, and/or major vendors. In the event that an M/WBE subcontractor, subconsultant, and/or major vendor is replaced, the contractor must make a good faith effort to involve and utilize another M/WBE subcontractor, sub consultant, and/or major vendor.

Should you have any questions or need additional information, please contact:

Charles Bode  
818 S Flores  
Asst. Director of Procurement  
charles\_bode@saha.org  
210-477-6165

*FOR SAHA PROCUREMENT DEPARTMENT USE ONLY*

Reviewed by: \_\_\_\_\_

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

Signature of SAHA Official: \_\_\_\_\_

Recommendation: Approval: \_\_\_\_\_ Denial: \_\_\_\_\_

subject to the SAHA M/WBE Program Manager's review and approval.

M/WBE UTILIZATION STATEMENT  
 SAN ANTONIO HOUSING AUTHORITY  
 M/WBE PROGRAM OFFICE

SECTION A: PROJECT IDENTIFICATION

Project Number \_\_\_\_\_ Project Title \_\_\_\_\_

Contract Amount \_\_\_\_\_ Company Name \_\_\_\_\_

Project Participation Range/Goal: M/WBE \_\_\_\_ %

Contract Anticipated Participation Range: M/WBE \_\_\_\_ %

*The M/WBE participation range/goal is expressed as a percentage of the total dollar amount of the prime contract awarded to M/WBEs. The goal is applicable for those areas, which the prime contractor has subcontracted, sub-consulted, and/or major supplies necessary in the performance of the contract.*

SECTION B: SUBCONTRACTOR/SUB CONSULTANT/VENDOR UTILIZATION

1. List all actual *and* anticipated subcontracts, subconsultants, and/or major material purchases, include *both* M/WBE and non-M/WBE, to be utilized on the project (*use additional sheets if necessary*).

TRADE AREA	ESTIMATED AMOUNT (\$)	SUB/SUPPLIER	SUB/SUPPLIER	
			M/WBE	Yes (✓) No

2. MBE utilization in total dollars: \_\_\_\_\_ WBE utilization in total dollars: \_\_\_\_\_

3. Overall MBE utilization percentage (%): \_\_\_\_\_

4. Overall WBE utilization percentage (%): \_\_\_\_\_

5. Overall M/WBE utilization percentage (%): \_\_\_\_\_

6. Anticipated M/WBE utilization on this contract will occur:  
 Throughout \_\_\_ Beginning 1/3 \_\_\_ Middle 1/3 \_\_\_ Final 1/3 \_\_\_

*Please Note: SAHA will credit only those M/WBEs that have been certified by an entity acceptable to SAHA. All changes, additions, or deletions occurring during the life of this contract relative to use of the listed subcontractors, sub-consultants and/or*



*major suppliers, M/WBE or otherwise, must be submitted to SAHA for review and approval.*

If Bidder/Proposer is unable to meet the M/WBE participation range/goal, please proceed to complete Section C and submit documentation demonstrating contractual good faith efforts.

**SECTION C: GOOD FAITH EFFORT**

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve SAHA's M/W/BE participation ranges. The bidder/proposer is not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

Required Questions	Yes	No
1. If applicable, was your company represented at the pre-bid conference?		
2. Did your company request and obtain a copy of the certified M/WBE firms?		
3. Were M/WBE firms solicited for contract participation?		
4. Provide listing of solicited M/WBEs with whom contact was made? Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. <b>(Include as an Attachment)</b>		
5. Was direct contact made with SAHA's M/WBE Program Office? If yes, please identify date/person contacted and assistance sought. <b>(Include as an Attachment)</b>		
6. Identify all M/WBE support agencies/associations contacted for M/WBE assistance or solicitation (Minority Chamber's of Commerce, purchasing councils, contractor groups, etc.). <b>(Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)</b>		
7. Were bid opportunities related to this project advertised in minority/women newspapers and trade journals? <b>(If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)</b>		
8. Were copies of plans and specification furnished to any M/WBEs?		
9. Were subcontractors, subconsultants, and/or suppliers (if applicable) required to provide insurance or be bonded? <b>(If yes, please detail any assistance that was provided or if they were referred, to whom)</b>		
10. List, as an Attachment, all M/WBE bids received but rejected. Identify company name, contact person, telephone number, date, trade area, and the reason for rejecting the bid/proposal.		
11. Discuss any other effort(s) aimed at involving M/WBEs <b>(Include as an Attachment)</b> : (a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum M/WBE participation.		

(b) Discuss joint ventures initiatives, requesting second-tier M/WBE subcontracting, etc., if any.		
(c) List all other good faith efforts employed, please elaborate.		

The undersigned acknowledges and states that all information submitted as part of this Good Faith Effort Statement is true and correct to the best of his/her knowledge. I further agree that this document shall be attached thereto and become a binding part of the SAHA contract.

\_\_\_\_\_  
***Print Name***

\_\_\_\_\_  
***Title Date***

\_\_\_\_\_  
***Signature***

\_\_\_\_\_  
***Telephone Number***

# **ATTACHMENT E**

## **Proposal Checklist and Certification**

**PROPOSAL Checklist and Certification**

**(Attachment E)**

(This Form must be fully completed and placed under Tab No. 8 of the proposal submitted.)

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the Respondents. Also, complete the Section 3 Statement and the Respondent’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS
_____	Tab 1 Profile of Firm, Company Biography
_____	Tab 2 Experience, Performance, Capacity
_____	Tab 3 Client Information
_____	Tab 4 Respondent's Project Management and Plan
_____	Tab 5 HUD Forms, Conflict of Interest Questionnaire and Form 1295
_____	Tab 6 Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan
_____	Tab 7 Section 3 Good Faith Effort Compliance Plan
_____	Tab 8 Proposal Checklist and Certification
_____	Tab 9 Form of Proposal
_____	Tab 10 Pricing

**Respondent's Certification**

By signing below, Respondent certifies that the following statements are true and correct:

1. He/she has full authority to bind Respondents and that no member of Respondent's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Proposals were provided herein will be delivered as specified in the Proposal,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Respondents agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this Proposal shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Respondents,
5. He/she has not given, offered to give, nor intends 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 this Proposal,
6. Respondents, nor the firm, corporation, partnership, or institution represented by the Respondents, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas 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,
7. Respondents has not received compensation for participation in the preparation of the specifications for this RFP,
8. Non-Collusive Affidavit: The undersigned party submitting this Proposal hereby certifies that such Proposal is genuine and not collusive and that said Respondents has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondents or person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or of any other Respondents, to fix overhead, profit or cost element of said Proposal price, or that of any other Respondents or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said Proposal are true.
9. Child Support: Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

Addendum #1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Date \_\_\_\_\_

_____	_____
<b>Signature</b>	<b>Date</b>
_____	_____
<b>Printed Name</b>	<b>Company</b>
_____	
<b>E-mail address if available</b>	
_____	_____
<b>Phone</b>	<b>Fax</b>

# **ATTACHMENT F**

## **Form of Proposal**

**THIS MUST BE ON RESPONDENT'S LETTERHEAD**

San Antonio Housing Authority  
818 S. Flores  
San Antonio, Texas 78204

Attention: Shayne Everett-Endres, Procurement Agent

RE: Mowing and Ground Maintenance for Beacon Communities  
No. **2101-988-36-5096**

Gentlemen:

The undersigned Respondent, having read and examined the Scope, Exhibit A and associated RFP Documents for the **Mowing and Ground Maintenance for Beacon Communities** and having visited and/or familiarized myself with the work of the proposed project and after thoroughly considering the factors which will affect the execution of the project and the cost thereof, does hereby submit this Proposal. All prices stated herein are firm and shall not be subject to escalation provided this Proposal is accepted within one hundred eighty (180) days after the official opening of proposals.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the proposal requirements and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the subsequent Contract Documents. (If no exceptions are taken, indicate so by entering "None").

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(Continue on separate page, if necessary, and attach hereto)

The undersigned Respondent in accordance with the Texas Tax Code Section 151.309 and all amendments thereto, and Volume 34 Texas Administrative Code Section 3.291 (Supp. 1994) and all amendments thereto, hereby proposes to provide the Goods and Services hereunder in accordance with the Minimum Requirements of HUD regulations 24 CFR 982, this RFP, and associated Contract Documents, for the following Contract Price for Mowing and Ground Maintenance for Beacon Communities in the Proposal Fee Sheet (Exhibit B).

If this Proposal is accepted, the undersigned Respondent agrees to start and to complete the work in accordance with the schedule set forth in the subsequent Contract Document. It is understood that all services shall be complete and all facilities shall be removed from development property as scheduled. The undersigned fully understands that the time of completion is of the essence of the Contract.



If written notice of the acceptance of this proposal is mailed, facsimile, or delivered to the undersigned within one hundred eighty (180) days after the date of opening of proposals, or anytime thereafter before this proposal is withdrawn by the Respondent, the undersigned will, within ten (10) days after the date of mailing, facsimile, or delivering of such notice, execute and deliver a Contract in the form provided by SAHA, complete with acceptable Performance and Payment Bonds, if applicable.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Offeror \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Business Address of Offeror \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Address of Principal Office \_\_\_\_\_

\_\_\_\_\_

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

**Continued on Next Page**

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## Exhibit B Proposal Fee Sheet

### 1. Proposed Pricing:

A cost of "0" (zero) or N/C will be interpreted by SAHA as a no-charge (free) item and SAHA will not expect to pay for that item. A cost of "no bid" or N/A will be interpreted by SAHA that the proposer does not wish to bid on that item. **(The expected frequency is 24 cuts per year, to equal approx. 2 cuts per month as scheduled by the property manager.)**

**Respondents are responsible to visit all properties prior to bidding.**

Property:	Approx # of Acres	No. of Units	Address	Service Fee Per visit	Extended Cost (24 cuts / yr.)
Bella Claire	2.18	67	2618 Nacogdoches Rd., 78217		
Burning Tree	4.17	108	14438 Jones Maltsberger Rd., 78247		
Castle Point	9.90	220	5320 Blanco Rd., 78216		
Churchill	2.06	40	14121 Churchill Estates Blvd., 78248		
Claremont	0.20	4	131 Claremont, 78209		
Converse Ranch I	6.27	124	8355 Crestway Dr., 78209		
Converse Ranch II	2.98	104	8355 Crestway Dr., 78209		
Dietrich	0.97	30	4618 Dietrich Rd., 78219		
Encanta Villa	3.31	56	5300 Encanta Villa, 78233		
Homestead	10.96	157	5800 Medina Base Rd., 78242		

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

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La Providencia	3.48	90	2525 Castroville Rd., 78237		
Legacy at Crown Meadows	4.68	192	7700 Ingram Rd., 78251		
Monterrey Park	6.82	200	6060 W Commerce St., 78237		
Pecan Hill	5.00	100	1600 Lawndale 78209		
Reagan West	1.00	15	6503 W Commerce St., 78227		
Rosemont at Highland Park	13.29	252	1303 Rigsby Ave., 78210		
Sunshine Plaza	3.99	100	455 E. Sunshine 78228		
Towering Oaks	5.44	128	7710 Oakdell Way 78240		
Villa de San Alfonso	1.20	29	2101 Vera Cruz 78207		
Villa de Valencia	5.28	104	13656 O'Connor Rd., 78233		
Warren House	0.28	7	401 Warren St., 78212		

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

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**2.0 ADDITIONAL UNIT PRICING:** Takes effect with release of properties to Contractor. The unit prices will include all costs associated with the requested service, to include but not limited to labor and all materials, including the plants, chemicals, shrubs, trees, etc., required to ensure optimal survival of plants, shrubs, trees, grass, etc. These unit prices are on an as-needed basis per service. The prices are for additional services outside of the routine mowing and ground maintenance services as defined in Attachment A: Scope of Work.

<b>Additional Services</b>	<b>Unit of Measure</b>	<b>Price</b>
1. Installation of additional groundcover beds to include border and top soil, potting soil and mulch, fertilizer and plants. Minimum 3 or 4 inch plant with not more than 18 inch centers.	Sq. ft.	
2. Installation of additional flower beds to include border and top soil, potting soil and mulch, fertilizer and plants. Minimum 3 or 4 inch plant on 12 inch centers.	Sq. ft.	
3. Planting of 1 gallon xeriscape perennials	Each	
4. Planting of 1 gallon xeriscape shrubs	Each	
5. Planting of 3 gallon xeriscape shrubs	Each	
6. Planting of 5 gallon xeriscape shrubs	Each	
7. Planting of 10 gallon xeriscape shrubs	Each	
8. Planting of 3 gallon trees	Each	
9. Planting of 5 gallon trees	Each	
10. Planting of up to 10 gallon trees	Each	
11. Planting of up to 25 gallon trees	Each	
12. Planting of sod-St. Augustine	Sq. ft.	
13. Planting of sod-Bermuda, Princess, Riviera or Black Jack. Must be drought tolerant, vendor must identify variety prior to installation.	Sq. ft.	
14. Plugging of St. Augustine 12 inch centers.	Sq. ft.	
15. Seeding-Bermuda, Princess, Riviera or Black Jack. Must be drought tolerant, vendor must identify variety prior to installation.	Sq. ft.	
16. Installation of Bermuda Hydro-mulch	Sq. ft.	
17. Seeding of Winter Rye	Sq. ft.	
18. Haul-off and legal disposal of regulated materials to include but not limited to tires, televisions, computers, microwaves, etc.	Cu. Yd.	

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

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19. Haul-off and Legal disposal of Non Hazardous materials to include but not limited to bulk items such as stumps, furniture, etc.	Cu. Yd.	\$
20. Soil/Earth Removal	Cu. Yd.	\$
21. Install Fill Dirt	Cu. Yd.	\$
22. Application of non-organic fungicide	Sq. Yd.	\$
23. Application of organic fungicide	Sq. Yd.	\$
24. Application of Cedar Mulch	Sq. ft.	\$
25. Install Playground Rubber Mulch (crumb rubber)	Cu. Yd.	\$
26. Install Playground Wood Fiber Mulch	Cu. Yd.	\$
27. Install Top Soil (Sandy loam or equal)	Cu. Yd.	\$
28. Remove weeds from walking trails	Hour	\$
29. Add decomposed granite to walking trails	Cu. Yd.	\$

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

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