

# **PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT SPECIFICATIONS FOR GRASS CUTTING AND MAINTENANCE**

The Port of South Louisiana is soliciting proposals from qualified contractors to provide grass cutting and maintenance services for a portion of the Port of South Louisiana Executive Regional Airport Facility. The specifications are as follows:

1. Total acreage to be cut is 142.70 acres of the airport facility, located in Reserve, LA as shown on Exhibit "A". Priority 1 through 4 areas consisting of 64 acres shall be designated as a groom mower area to include trimming and edging. Priority 5 area consisting of 78.70 acres shall be designated a bush hog area.

2. The grass shall be mowed in all areas to a height of not higher than one (1") inch to two (2") inches from the ground. All fences, internal ditches, and ditches and shoulders along Airport Road surrounding the property shall be cut with a mower or with a motorized string cutting device. Additionally, areas surrounding all structures, buildings, trees, and shrubbery shall be cut with a motorized nylon string device and/or may be maintained with Louisiana Department of Environmental Quality approved grass retardant chemicals.

3. Chemical control of vegetation will be used around obstructions and other areas where mowing equipment will not reach, including but not limited to fencing, two (2) canal bridge crossing [and cement segment circle](#).

(a) Upon request by the airport director, spraying operations will occasionally include escorted chemical application on runway surface areas as needed to control weed growth. Contractor understands and hereby agrees that grass cutting personnel are not authorized to enter, cross, or otherwise maneuver on the runway and taxiway without a pre-arranged escort by the airport director.

4. An articulated boom mower may be required for some areas (levee) of the airport.

5. All fences surrounding and within airport should be cleared of vines and other growth.

6. Contractor shall remove and properly dispose all trash and litter from the entire area prior to initiating any mowing of grass.

7. The time period for each cut of the designated areas must be completed within three (3) consecutive days.

8. All mower discharge will be positioned as not to exhaust grass and/or debris onto any roadway, runway, taxiway, parking area or building structure. It will be the responsibility of the contractor to remove any such exhaust immediately following each

occurrence.

9. The proposal shall provide for a unit cost of mowing and maintaining the *Airport Property* for each instance the area is mowed.

10. The *Airport Facility* shall be mowed and maintained as follows:

**Priority 1 through 4 (Groom Mower Area)** – Once a week during the months of April through September, twice a month for the months of October, November, February, and March and once a month in December and January. This area shall be cut with finish cut equipment and include all trimming and edging. Minimum number of cuts for this priority totals 36 cuts.

**Priority 5 (Bush Hog Area)** - Every two (2) weeks during the months of March through October (17 cuts) and once a month for the months of November, December, January, and February (4 cuts). This area shall be cut with bush hog type equipment. Minimum number of cuts for this priority totals 21 cuts.

**The Port of South Louisiana shall have the option to instruct the contractor to perform additional cuts and said cuts will be charged at the unit cost for each instance. Should additional airport property be added to the total acreage, the contract will be amended to include the additional airport property and a recalculation of the consideration based upon the original unit cost submitted in the proposal.**

Contractor shall give written notice to Airport Director a minimum of 12 hours prior to the start of each cutting. Cutting will not begin until a response of approval is received from the Airport Director. If this is to be kept, then put that written notice should be in the form of email or text and keeping it as is- with grasscutting beginning on Wednesdays each week during peak season weather permitting—reason being is its finished for the weekend flyins,etc

11. Fence lines and ditch areas must be maintained throughout the term of the contract. The contractor must show proof of a valid Ground Applicator Owner-Operator License which is issued by the Louisiana Department of Agriculture and Forestry Commission. Fence Lines along Airport Road will be trimmed with a weed eater and not chemically treated. Runway and Taxiway Area must be edged with grass overlay.

12. The term of the contract shall be for one year beginning \_\_\_\_\_through\_\_\_\_\_. Upon written mutual agreement between the Port and the Contractor, this contract may be extended for two additional one (1) year periods.

13. A list of three (3) commercial references must be attached to the proposal

depicting the client's company name and address, contact name, phone number, description of work, and years of service on project.

14. A list of equipment that will be used to perform the required work must be attached to the proposal.

15. Either party, in writing, may give a "Notice of Cancellation" of the contract agreement 30 days prior to the expiration date.

16. The contractor will furnish all equipment, materials, supplies and labor in accordance with the above specifications for the sum listed in the proposal.

17. The contractor is responsible for all costs associated with repairing any property within the boundaries of the St. John Airport, damaged by the contractor, including but not limited to light fixtures and control boxes. Any damage caused by the contractor will be reported immediately to the Airport Director by the contractor. All repair costs, labor and parts will be at the expense of the contractor. Repairs will be coordinated by the Airport Director.

18. Visibility of Equipment and Communication by Personnel- During any and all grass gutting, grooming and bush hogging operations, the contractor shall monitor the Port of South Louisiana Executive Regional (Unicom) aircraft radio frequency of 122.7 and will yield to aircraft take-off and landing operations. Any and all equipment within 20 feet of the runway and 20 feet of the taxiway shall be outfitted with safety flags and a blinking yellow caution vehicle beacon to aid in visual identification and tracking of the grass cutting equipment.

19. Contractor shall be responsible for removing any material tracked or blown onto the asphalt area after each mowing.

20. Contractor shall submit invoices to the Airport Director by the 10<sup>th</sup> day of each month. The invoice will be for all individual cuts, at the awarded cut price performed during the month. The contractor shall attach a properly executed completion form for each cut to the invoices. Invoice shall depict the date of the cut and the type of cut performed. The contractor will not be paid for partial cuts. Payment on invoices will be submitted within forty-five (45) days after submission of invoice.

21. Contractor must have an established substance abuse program that subjects all of its employees and subcontractors to drug and alcohol testing. Awarded contractor must submit a copy of the Drug /Alcohol Policy to the Airport Director.

22. Employees must be able to legally work in the United States – either a U.S. citizen or foreign citizen who has the necessary authorization.

23. The Contractor must be an Equal Opportunity Employer and therefore does not and will not discriminate in employment and personnel practices on the basis of race, sex, age, handicap, religion, national origin or any other basis.

24. Small Business, Disadvantage Business Enterprises, woman-owned, minority-owned business are all encouraged to participate in the RFP process.

A walk through will be held on Tuesday, April 9, 2024 at 9:00 a.m. All prospective bidders are encouraged to visit the Port of South Louisiana Executive Regional Airport, 355 Airport Road, Reserve, LA 70084 for the purpose of getting an overview of the property to be maintained.

Requests for clarification or additional information related to this RFP shall be made in writing to the **Port of South Louisiana, Charles Palmer, 1720 Highway 44 Reserve, LA 70068** or e-mail to [cpalmer@portsl.com](mailto:cpalmer@portsl.com).

The successful contractor shall be required to provide insurance coverage as described in **Section 9 in the Terms and Conditions** of this proposal. All required insurance certificates shall be submitted to the Port of South Louisiana within 10 days of the award of the contract. Failure to provide the insurance certificates within the time frame as specified by the Port shall cause for the proposal to be rejected as non responsive. Contractor shall maintain insurance in full force and effect during the entire period of the contract. Failure to do so shall be cause for termination of the contract.

Proposals must be submitted in a sealed envelope or package clearly marked with Proposer's name and address and **"Grass Cutting and Maintenance Services – Port of South Louisiana Executive Regional" (requests for proposals)**. Sealed proposals will be submitted to the Port of South Louisiana, 1720 Highway 44 Reserve, Louisiana 70084 no later than 11:00 am on Monday, April 15, 2024. Details may be viewed and electronic proposals are accepted on the Central Bidding website at [www.centralbidding.com](http://www.centralbidding.com) or at [www.portsl.com](http://www.portsl.com). The successful proposer will be contacted after the evaluation process is complete.

**The Port of South Louisiana reserves the right to reject any and all proposals and to waive any informalities.**

# GRASS CUTTING & MAINTENANCE SERVICES

## PROPOSAL FORM

PROPOSAL, OF \_\_\_\_\_(hereinafter called the "BIDDER") organized and existing under the laws of the State of Louisiana, doing business as \_\_\_\_\_.

To the Port of South Louisiana (hereinafter called "PSL")

AREA	PRICE PER CUT
Priority 1 -4 (Groom Mower Area)	
Priority 5 (Bush Hog Area)	

In compliance with the Request For Proposals by PSL, Bidder hereby proposes to perform all of the work required by the Specifications for Grass Cutting and Maintenance – Port of South Louisiana Executive Regional Airport as will be required by PSL.

By submission of this Proposal each bidder certifies that this Proposal was arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other bidder or with any competitor.

BIDDER:

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

Print Name:

Company Name:

Address:

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



### References:

Company Name	Contact	Phone #	# Years on Project	Description of project

## List of Equipment:

[illegible]

## **GENERAL TERMS AND CONDITIONS**

### **1.0 Process**

- 1.1. This Louisiana Procurement Process is subject to all applicable state and local laws.
- 1.2. Written addenda to the solicitation may be issued to provide clarifications, corrections, or to answer questions. It is the Proposer's responsibility to periodically check with Purchasing Department or website for addendum that may be issued to implement changes and clarifications to the solicitation, prior to the due date.
- 1.3. The Port reserves the right to request additional information to clarify proposals.

### **2.0 Submission of Proposal**

- 2.1 Proposals must be submitted by the time and date as specified herein.
- 2.2 Proposers shall submit an original and three (3) copies of the proposal prior to the date and time specified.
- 2.3 The Port will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand delivered to the incorrect location.
- 2.4 Proposals submitted by Facsimile (Fax) or e-mail will not be accepted. Any proposal received after 11:00 am (CST) on Monday, April 15, 2024 will be deemed unresponsive and will be returned to the Company unopened.

### **3.0 Evaluation**

Proposals will be evaluated based on the following criteria.

- (30 points) Ability to meet RFP Requirements
- (30 points) Vendor's qualifications and experience
- (25 points) Price
- (10 points) Disadvantage Business Enterprise/Minority-Owned
- ( 5 points) Location

### **4.0 Public Disclosure**

- 4.1 It is understood and agreed upon by the Proposer in submitting a proposal that the Port has the right to withhold all information regarding this procurement until the contract award, including but not limited to: the



number received, competitive technical information, competitive price information, and the Port's evaluation concerns about competing proposals. Information releasable after the award is subject to the disclosure requirements of the Louisiana Public Records Act. Company specifically waives any claims against the Port related to the disclosure of any materials if made under a public records request.

## 5.0 Port Commitment

- 5.1 The Port shall have the right to reject or accept any proposal or offer, or any part thereof (e.g. any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, as its sole discretion
- 5.2 This solicitation does not commit the Port to award, nor does it commit the Port to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.3 The Port reserves the right to terminate this solicitation at any time prior to contract execution.
- 5.4 No prior, current, or post award verbal conversation or agreements with any officer, agent or employee of the Port shall affect or modify any terms or obligations of this solicitation or any contract resulting from this procurement.

## 6.0 Late, Modified, or Withdrawn Proposals

- 6.1 Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered.

## 7.0 Licenses and Taxes

- 7.1 The Contractor must be properly licensed and certified by any and all regulatory agencies (State Department of Agriculture, Occupational License) requiring licensing certification.
- 7.2 The Contractor must show proof of a Ground Applicator Owner-Operator License which is issued by the Louisiana Department of Agriculture and Forestry Commission to apply any pesticide or chemicals as weed control as part of the contract
- 7.3 The Port of South Louisiana is a state government agency and by state statute is tax exempt from payment of sales and use tax.

## 8.0 Term

- 8.1 The term of the contract shall be for one year beginning \_\_\_\_\_, 2024. Upon written mutual agreement between the Port and the Contractor, this contract may be extended for two additional one (1) year periods.

## 9.0 Insurance

The contractor shall, at a minimum, procure and maintain the following insurance while providing the services described herein.

- 9.1 Public Liability coverage with minimum Bodily Injury, Property Damage, Personal Injury and Advertising Liability coverage with combined limits of \$1,000,000 per Occurrence, \$2,000,000 Products-Completed Operations Aggregate and \$2,000,000 General Aggregate applicable to coverages other Than Products-Completed Operations. This policy shall include Contractual Liability coverage sufficient to provide coverage for the indemnity agreement contained herein. The policy will include Additional Insured Endorsement CG 20 26 11 85 or equivalent, Primary Insurance wording and a Waiver of Subrogation in favor of Port of South Louisiana.
- 9.2 Automobile Liability coverage on all owned, hired and non-owned vehicles with minimum Bodily Injury and Property Damage combined limits of \$1,000,000. This policy shall include Contractual Liability coverage sufficient to provide coverage for the indemnity agreement contained herein. This policy will include an Additional Insured Endorsement and a Waiver of Subrogation in favor of Port of South Louisiana.
- 9.3 Workers' Compensation coverage sufficient to comply with Workers' Compensation laws of Louisiana. This policy will include a minimum Employer's Liability limit of \$1,000,000 Each Accident/\$1,000,000 Disease Policy Limit/\$1,000,000 Disease Each Employee. This policy will include Waiver of Subrogation and Alternate Employer endorsements in favor of the Port of South Louisiana.
- 9.4 Umbrella Liability coverage excess of the previously described policies with a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate.
- 9.5 Pollution liability coverage to provide protection for the Port of South Louisiana for any and all pollution claims made against the Port of South Louisiana due to the contractor's use of chemicals to perform operations

described herein. This coverage is to protect the Port of South Louisiana against third party claims in addition to covering the cost for remediating property owned by the Port of South Louisiana if the operations or chemicals described herein contribute or cause the third party claims or pollute the property on which services are conducted. Minimum coverage limit is to be \$2,000,000.

- 9.6 **Statutory Employer.** Pursuant to La. R.S. 23:1031 and 23:1061, Owner and Contractor contract, agree and stipulate that Owner shall, solely for workmen's compensation purposes, be the statutory employer of any and all of Contractor's employees, and any employees of any subcontractor or agent hired, or retained in any manner by Contractor (and any other person for whom Contractor may be held responsible) while any of said persons are performing any work or providing any services under this agreement. In that regard, Owner and Contractor contract, stipulate and agree that all work performed under this agreement shall be part of Owner's trade, business and occupation, and shall be specifically considered an integral part of and essential to the ability of Owner to generate its services, products and goods. Owner and Contractor further contract, stipulate and agree that the services or work provided by any subcontractor or other person retained by Contractor for the performance of any work or service under this agreement shall be contemplated by and included in this provision.
- 9.7 The Port of South Louisiana will have no obligation to pay for or reimburse the contractor or any other party for damage to equipment used to perform operations described. The contractor specifically waives any and all rights of subrogation they may have against the Port of South Louisiana.
- 9.8 The contractor will be required to enter a Statutory Employer relationship with the Port of South Louisiana.
- 9.9 All of the abovementioned policies will include a provision that the Port of South Louisiana will receive 30 days advance notice of cancellation or reduction in the limits of liability or coverages. No change or amendment to the terms and conditions hereof shall be valid or effective unless in writing and signed by the Port of South Louisiana and the contractor.
- 9.10 All required insurance certificates shall be submitted to the Port's legal department within ten (10) days of the award. Failure to provide the insurance certificates within the time frame specified by the Port shall be cause for the submittal to be rejected as non-responsive. Contract shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for

termination of the contract.

#### 10.0 Hold Harmless

The Contractor agrees to defend, indemnify, save, and hold harmless the Port of South Louisiana, its' officers, agents, servants and employees from and against any and all claims, demands, expense and liability arising out of or associated with injury or death to any person or out of or associated with the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by the Port of South Louisiana, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action **except those claims demands, and/or causes of action arising out of the sole negligence of the Port of South Louisiana**, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claim, demand or suit and pay any settlements at its sole expense related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

#### 11.0 Nonassignability

11.1 Neither the contractor nor the Port shall sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of the right, title or interest therein, or his obligation thereunder, without written consent of the other party.

#### 12.0 Exclusions

12.1 Pursuant to Louisiana Revised Statute 38:2227, contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Contractor must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office or their equivalent Federal crimes within five (5) years prior to submitting the proposal.

#### 13.0 Termination of Contract

13.1 This contract may be terminated by either party due to non-performance of any of the requirements of the contract or by mutual consent for any reason upon first giving thirty (30) days written notice.

