



Waterloo Park Landscaping Services

Request for Qualifications/Proposals

Issue Date: July 5, 2021

Submission Deadline: July 30, 2021

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Additional Attachments:

- **Bid Sheet**
- **Landscape Contractor Qualification Sheet**
- **Austin PARD IPM plan**

**Landscaping Services at Waterloo Park
Request for Proposal No. WP 004
Date Issued: June 21, 2021**

Introduction/ Objectives: The Waterloo Greenway Conservancy (WGC) requires a qualified Landscape maintenance company to provide general landscaping services at Waterloo Park; this 11-acre site, located at 500 East 12th St, Austin TX 78701 is home to approximately 60,000 plants.

The awarded bidder will have demonstrated a history of work on a significantly comparable scope and scale and provide a competitive pricing proposal.

The minimum required qualifications and services are described in the following documents that comprise, together with any addendum subsequently issued in accordance with this Request, the basis for the statement of qualifications and proposal.

Exhibit 1:	Scope of Services
Exhibit 2:	Proposal Format Guidelines
Exhibit 3:	Pricing Documents
Exhibit 4:	Insurance Requirements

Background: The Waterloo Greenway Conservancy is a 501(c)(3) nonprofit corporation responsible for the management of specific public spaces in downtown Austin, via its partnership with the City of Austin. We are currently finalizing construction of the first of these public spaces – the 11-acre Waterloo Park.

For more information about our organization, please visit <http://www.waterloogreenway.org>

If you have obtained this document from a source other than WGC, it is recommended that you obtain an official copy. It will be the bidder's responsibility to monitor for any addendums or amendments to this solicitation.

PROPOSAL SUBMISSION REQUIREMENTS

Schedule of Events	7.5.2021	Release of RFP
	tbd	Non-Mandatory Pre bid meeting, <u>but recommended</u> / site visit to Waterloo Park
	7.23.2021	Deadline for Written Questions
	7.30.2021	Proposals are Due by 5pm
	9.1.2021	Commence work under the Contract

Delivery of Proposals	Two (2) printed copies <u>and/or</u> one electronic copy of your complete written proposal, clearly labeled as Landscaping Services must be submitted in a sealed opaque envelope addressed to Martin Nembhard, Director of Park Operations Waterloo Greenway Conservancy 1111 Red River St Austin TX 78701 mnembhard@waterloogreenway.org
Bid Bond	No Bid Bond is required for this RFP.
Questions	<p>Should a bidder be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the bidder must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this Request for Proposal.</p> <p>Questions regarding these specifications may be directed, in writing only, by email to:</p> <p style="text-align: center;">Martin Nembhard, Director of Park Operations mnembhard@waterloogreenway.org</p> <p>All questions or clarifications must be directed to the individual listed above.</p> <p>A summary of all questions submitted, and the responses given will be provided upon written request. Only written responses provided as addenda shall be official and all other forms of communication with any officer, employee or agent of WGC shall not be binding on the WGC.</p>
Proposal Due Date	Each bidder is responsible for ensuring that its proposal is received by WGC on a timely basis. WGC shall not extend the due date for proposals on the basis that the U.S. Postal Service or another mail courier has lost or failed to deliver

	a proposal. WGC is not responsible for proposals delivered to the wrong location. Faxed proposals will not be accepted.
Addenda	WGC reserves the right to make written modifications to this RFQ/P by written addenda prior to the proposal due date. WGC shall be the sole and exclusive originator of any revisions to this RFQ/P. The proposing bidder shall be responsible to secure all addenda and to accommodate all revisions in their submitted statements and proposal. Receipt and incorporation of each addendum shall be clearly indicated in the proposal. Nothing said or represented at a pre-bid meeting shall be deemed to modify or change the bid documents unless followed by written addendum. site with any amendments and updates.
Proposal Format Guidelines	Reference those found in Exhibit 2, "Proposal Format Guidelines".
Complete Proposals	<p>A bidder submitting a response to this RFQ/P shall address the full scope of the requested services and not a limited or specific type or a portion of the services. Proposals which do not provide for the full scope of the required services shall be considered nonresponsive.</p> <p>The submitted proposal shall be executed by a duly authorized official certifying to WGC that the submitted statements and proposal accurately and honestly state the bidder's qualifications and capability. The submitted response shall identify the names, addresses, and phone numbers of each person authorized by the proposing bidder to negotiate and execute the proposed professional services agreement.</p> <p>Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation or organization shall be shown for each corporation and/or entity that is a party to the proposed joint venture or partnership.</p>
Change in Facts	Bidders shall advise WGC during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the bidder or the proposal immediately upon occurrence.
Rejection of Proposals	WGC expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason WGC determines and/or to take any other appropriate action that is in the best interest of WGC.

Exceptions to Requirements	Bidders shall provide prominent written notice in the proposal of their intent to take exception to any requirement of the RFP. Such exceptions may reflect negatively on the evaluation of the proposal.
Alteration of Bid Documents	Bidder changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive and/or the Bidder being eliminated from all further considerations. The only authorized entries to the bid documents will be in the areas provided for the Bidder's response. Exceptions to the RFP specifications, if any, must be clearly noted in the "Exceptions" section of the Bidder's proposal (as described on the Proposal Format Guidelines). If a change or alteration to the bid document is undetected, and the Bidder is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by WGC.
Evaluation Criteria	<p>WGC will use all the following criteria in its evaluation and comparison of proposals submitted.</p> <ul style="list-style-type: none"> a.) Compliance with RFP requirements (20 points) b.) Understanding of the project and services requested. (20 points) c.) Recent experience in conducting services of a similar scope, complexity, and magnitude for similar spaces, including a strong working knowledge of Central Texas native plants, weeds and invasives. (30 points) d.) Price. (10 points) e.) References. (10 points) f.) Owner's level of confidence in contractor's ability to perform well in a business to consumer environment where customer service is a crucial business element. (10 points) <p>A WGC designated Evaluation Committee (including City of Austin officials) will evaluate each response. All proposals which meet the required format of the RFP will be evaluated.</p> <p>WGC may visit the contractor's place of business, may request a demonstration of existing or proposed administrative infrastructure (work order database, service call protocols, on-line ordering, etc.), may contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation</p>

	<p>committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of WGC.</p> <p>After written proposals have been reviewed, discussions with prospective companies may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your company that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.</p> <p>A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, WGC may negotiate a contract with the next highest scoring vendor or withdraw the RFP.</p>
Proposal Preparation Costs	The bidder and any entities assisting in the preparation of a response to this RFP agrees and understands that the cost of preparing and submitting a response to this RFP and any subsequent interviews shall not be reimbursed by, or in any way become the obligation of WGC. The bidder acknowledges that submission of a response is a voluntary action on the part of the bidder.
Organization	The proposing bidder agrees to appoint a qualified key individual to coordinate all activities performed and provision of services by the bidder's company and any applicable sub-contractors required to provide the required services. The bidder's key individual shall coordinate and report all the bidder's activities relating to the services provided to WGC. The bidder's key individual shall assume the duty to keep WGC informed of all issues involving the services provided. The bidder's key individual shall be responsible for coordinating and obtaining information, access, equipment, materials and labor necessary for the provision of the proposed services.
Offer Period	Bids will remain firm for a period of one hundred twenty (120) days after the bid due date and thereafter until the bidder withdraws or a contract is executed.
Contract Discussions	Prior to award, the apparent successful company may be required to enter into discussions with WGC to resolve contractual differences. These discussions are to be finalized and all exceptions resolved within two weeks from notification. If no resolution is reached, the proposal may be rejected, and discussions will be initiated with the second highest scoring company.
Term of Contract	Will be as defined in the Exhibits.

Contract Approval	<p>Upon contract award, WGC and the vendor shall execute a Professional Services Agreement, which shall contain all contractual terms and conditions in a form provided by WGC. No contract shall become effective until the contract has been approved and signed by the CEO of WGC.</p> <p>Prior to the completion of this approval process, the bidder shall have no authorization to begin work under the contract. WGC shall not authorize any payments to the bidder prior to such approvals; nor shall WGC incur any liability to reimburse the vendor regarding any expenditure for the purchase of materials or the payment for services.</p>
Termination	<p>WGC reserves the right to terminate any award to the bidder without cause upon 15 days' notice.</p>
Errors, Omissions and/or Discrepancies	<p>Bidders shall not be allowed to take advantage of errors, omissions and/or discrepancies found in these specifications.</p>
Sales and Excise Taxes	<p>WGC, being a 501(c)(3) non-profit corporation is exempt from sales and federal excise taxes. WGC's Tax ID number is 27-3225405. Pricing quoted should be net, exclusive of any taxes.</p>
Insurance Requirements	<p>Within ten (10) consecutive calendar days of award of contract, the successful bidder must furnish WGC with the certificates of Insurance. Failure to furnish the required certificates within the time allowed may result in forfeiture of the award of business.</p>
Fair Employment Practices	<p>The bidder shall comply with all Federal and State fair employment and employee protection regulations including those identified in the contract documents.</p>
Withdrawal of Proposal	<p>The bidder shall certify that its Proposal will remain firm and will not be withdrawn for a period of one hundred twenty (120) days after the proposal due date.</p>
Conditions of Proposal Acceptance	<p>This RFP does not commit WGC to award a contract or to pay any costs incurred for any services. WGC, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified bidder or to cancel this RFP in part or in its entirety. Experience and performance may be a factor in making an award. All proposals will become the property of WGC. If any proprietary information is contained in the proposal it should be clearly identified.</p> <p>Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless WGC determines, in</p>

	its sole discretion, that non-compliance is not substantial or that an alternative proposal is acceptable.
Minimum Qualifications	<p>Bidder must be able to demonstrate capability through their company’s history, staff, and management team, on a similar commercial scale as shown in the Scope of Work. Resumes of each key staff member are requested to verify claims of meeting the minimum qualification. Specific minimum requirements may be detailed in the attachments.</p> <p>Each bidder shall certify it is qualified to immediately engage in the provision of the proposed services and to immediately identify and provide capable, experienced, and familiar professionals to expertly perform the proposed services. The bidder shall certify that it has the necessary finances, personnel, equipment and working organization available to provide the services to meet and exceed the Authority’s expectations.</p>
Modification of Services After Contract Approval	WGC reserves the right to modify the services provided by the Bidder after awarding a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the Bidder and WGC.
Small, Minority, Women Owned Businesses	Applicants identifying in this category must comply with the City of Austin’s Third Party Resolution (20120112-058), and the agreement between the City of Austin and WGC relating to the procurement of goods and services in accordance to Austin City Code Chapter 2-9A-D “Minority owned and Women owned Business Enterprise and Procurement Program.”

Exhibit 1: Scope of Services

The successful bidder shall, in collaboration with WGC - develop a comprehensive maintenance plan for regular landscaping tasks and services which will include, but not be limited to, the following:

GENERAL CONDITIONS

- 1.1 Intent: It is the intent of these landscape maintenance specifications that the Project's landscaping be maintained in a first-class condition at all times. The quality of the landscape maintenance shall at all times have a neat, clean, healthy and natural appearance.
- 1.2 The number of property visits and frequency per line item is detailed in column B of the bid sheet.
- 1.3 The Contractor shall provide supervision to assure that all work will be done in accordance with this agreement. Each site will be inspected by Owner or representative at least once per week. The Contractor will designate a primary point of contact to communicate with the Owner and their staff at all times.
- 1.4 Application of Chemicals. Application shall be made only under supervision of certified pesticide applicator. All chemicals shall be approved and registered by the Environmental Protection Agency and conform to least hazardous standards as defined by the City of Austin's Parks and Recreation Department's (PARC) IPM plan (attached). A log of ALL applications performed will be maintained on site by the contractor.

Please note that ALL treatments and applications must be compliant with PARC's IPM plan (attached) and work can only commence with owner approval, in each instance.

- 1.5 Damage. The maintenance contractor shall monitor for damage to the planted landscape. The maintenance contractor shall notify the Owner in the weekly reports as provided in Section 12.1 of such damage so Owner can take corrective action.
- 1.6 Contractor shall be responsible for loss or damage to property or bodily injury resulting from negligence or over acts of the Contractor or his work force.
- 1.7 Replacement of Dead or Stolen Materials. The Contractor shall provide a bid to replace dead or stolen materials (not covered by existing warranties) with approved new plant materials immediately. All dead plant material shall be removed by the Contractor. The cost of such replaced plant materials will be in addition to the basic cost of this landscape agreement. If plants are determined to be dead, the Contractor shall immediately notify the Owner so that a decision can be made as to the best course of action.

- 1.8 Guarantee. Replace at Contractor's expense, any plant material that dies due to damage by lawn maintenance equipment, insects, disease, or Contractor's negligence, including irrigation programming errors.
- 1.9 Contractor will not be responsible for damage to or loss of plant life which results from negligence or overt acts of owner or their employees, acts of nature; (i.e. wind, hail or drought) willful and/or negligent acts of the others over whom the contractor has no control.
- 1.10 Limits of work shall include all areas within the designated boundaries of Waterloo Park (please refer to attached map exhibit)
- 1.11 Contractor shall be responsible for all required payroll taxes and related costs including, but not limited to, overtime, Social Security, employment insurance, worker's compensation, etc.
- 1.12 Contractor shall provide proof of worker's compensation premiums that have been paid in the previous year along with the average number of employees. Insurance agent's name and number to be included. Any type of accident insurance other than worker's compensation must be approved by the owner.
- 1.13 Contractor shall provide a Certificate of Insurance, with WGC and the City of Austin listed as additional insured, evidencing coverage of \$1,000,000 aggregate and \$1,000,000 each occurrence for:
 - a. Worker's Compensation (as required to meet State of Texas Requirements)
 - b. Comprehensive General Liability
 - c. Automobile Liability
- 1.14 All work shall be done by Contractor's employees who are covered by all applicable insurance coverage. No work shall be done on a property by subcontractors without the written consent of the Owner.
- 1.15 Contractor's employees shall be e-verified and have legal documentation.
- 1.16 Contractor shall possess all licenses and permits required to perform the work. Contractor shall supply WGC with copies of current licenses and/or registrations. If license holder changes, Contractor shall provide updated org chart and copy of licenses/registrations for new employee within 30 days of such change. All work will be done in accordance with the applicable codes, ordinances, and regulations.
- 1.17 All work shall be scheduled and completed in a manner to ensure the minimum disturbance to daily operations at Waterloo Park.
- 1.18 Contractor's employees will wear uniforms and display neat appearances and professional behavior at all times. Owner reserves the right to demand Contractor's employee leave the property if unprofessional behavior or appearance is observed.
- 1.19 Crew members will observe all OSHA regulations. All equipment will be properly maintained and kept in a safe operational condition.
- 1.20 Contractor will provide two-hour emergency telephone response and next business day emergency field repairs to the site. Contractor will be responsible for maintaining an emergency response number.

- 1.21 Contractors must follow all PARD's Integrated Pest Management (IPM) requirements.

TERMS

- 2.1 This contract shall be in force for a period of twelve (12) months.
- 2.2 This agreement may be terminated at any time by Owner or Contractor upon receipt of thirty (30) days prior written notice.
- 2.3 This agreement may be extended yearly upon the same terms and conditions. Contractor shall submit any proposed changes to fees in writing sixty (60) days before renewal of the agreement.
- 2.4 All extra work must be authorized in advance by Owner in writing.
- 2.5 Contractor shall notify the owner or its designated representative in writing of any variations from this specification.

AREAS OF WORK –

please see attached "Waterloo Park Plant Palette map" on page 27 of this document

TURF GRASS: LAWNS – NON EVENT

- 3.1 Litter Removal (weekly)
- 3.2 Leaf removal (as needed)
- 3.3 Mowing and trimming to maintain a 2" lawn height. With the exception of the Amphitheater turf (3.10), all mowing shall be performed with rotary type mulching mowers. Line trimmers shall be used for edging purposes only and shall not be used to cut the grass horizontally except in areas that mowers cannot reach. Mowing will take place 46 times per year, to maintain a 2" lawn height.
- 3.4 Soil testing (annually, or as needed)
- 3.5 Fertilizer application (3x/year) All irrigated turf areas to be fertilized with a PARD IPM compliant fertilizer. Recommended mix will be determined by soil test (3.4)
- 3.6 Liquid Biological Amendments (LBA), such as compost tea application (annually)
- 3.7 Aeration, de-thatching and top dressing (as needed, or 1x/year, in the spring)
- 3.8 Turf sod replacement, as needed
- 3.9 Irrigation System Maintenance.

TURF GRASS: LAWNS – HIGH USE/EVENT

- 4.1 Litter Removal (weekly)
- 4.2 Leaf removal (as needed)
- 4.3 Weeding (weekly)

- 4.4 Mowing and trimming to maintain a 2" lawn height (est 46x/year) Turf shall be mowed every 5 to 7 days during growing season, and every 10 to 14 days during cooler seasons to maintain a 2" lawn height. Equipment to be used for this work is limited to push mowers.
- 4.5 Soil testing (annually, or as needed)
- 4.6 Fertilizer application (4x/year)
- 4.7 Liquid Biological Amendment, such as compost tea application (monthly)
- 4.8 Aeration, de-thatching, top dressing (as needed, or 1x/year, in the spring)
- 4.9 Re-seeding and turf replacement (as needed)
- 4.10 Irrigation system maintenance

LIVE OAK CANOPY MIX

- 5.1 Litter removal
- 5.2 Fall and Spring leaf removal (as needed)
- 5.3 Weeding (1x/week, Apr to Oct)
- 5.4 Seasonal Preparation – mulching, pruning, deadheading, removal of dead plants, replanting (consistent with landscape design plant palette), cutback etc. (2x/year – spring and fall)
- 5.5 Soil testing (1x/year, or as needed)
- 5.6 Pest control (4x/year)
- 5.7 Collect compostable landscape debris (as needed)

PARTIAL SUN FEATURE MIX

- 6.1 Litter removal (weekly)
- 6.2 Leaf removal (as needed)
- 6.3 Weeding (weekly)
- 6.4 Seasonal Preparation – mulching, pruning, deadheading, removal of dead plants, replanting (consistent with landscape design plant palette), cutback etc. (2x/year – spring and fall)
- 6.5 Soil testing (1x/year, or as needed)
- 6.6 Pest control (4x/year)
- 6.7 Spot watering (as needed)
- 6.8 Irrigation system inspection

SHRUB THICKET MIX

- 7.1 Litter removal (weekly)
- 7.2 Leaf removal (as needed)
- 7.3 Weeding (weekly)
- 7.4 Seasonal Preparation – mulching, pruning, deadheading, removal of dead plants, replanting (consistent with landscape design plant palette), cutback etc. (2x/year – spring and fall)
- 7.5 Soil testing (1x/year, or as needed)

- 7.6 Pest control (4x/year)
- 7.7 Spot watering (as needed)
- 7.8 Irrigation system inspection

GREEN BASIN MIX

- 8.1 Litter removal (weekly)
- 8.2 Leaf removal (as needed)
- 8.3 Weeding (bi-weekly – April to October)
- 8.4 Seasonal Preparation – mulching, pruning, deadheading, removal of dead plants, replanting (consistent with landscape design plant palette), cutback etc. (2x/year – spring and fall)
- 8.5 Soil testing (as needed)
- 8.6 Pest control (as needed)
- 8.7 Spot watering (as needed)

Note - Extra sensitivity must be exercised in adjacent landscape areas with high runoff potential to wetlands and rain gardens

WALL PLANTING MIX

- 9.1 Litter removal (weekly)
- 9.2 Training and correction of vines (monthly during establishment, quarterly thereafter)
- 9.3 Seasonal Preparation – mulching, pruning, deadheading, removal of dead plants, replanting (consistent with landscape design plant palette), cutback etc. (2x/year – spring and fall)
- 9.4 Soil testing (as needed)
- 9.5 Pest control (as needed)
- 9.6 Spot watering (as needed)

VENUE GARDEN MIX

- 10.1 Litter removal (weekly)
- 10.2 Leaf removal (as needed)
- 10.3 Weeding (bi-weekly – April to October)
- 10.4 Seasonal Preparation – mulching, pruning, deadheading, removal of dead plants, replanting (consistent with landscape design plant palette), cutback etc. (2x/year – spring and fall)
- 10.5 Soil testing (as needed)
- 10.6 Pest control (as needed)
- 10.7 Spot watering (as needed)

WETLANDS

- 11.1 Litter removal (weekly)

- 11.2 Removal of leaf debris and sediment (as needed)
- 11.3 Quarterly maintenance – thin fast-growing plants to maintain open water (desired openness tbd by consultation with owner), inspect for clogged pipes and drains, investigate shoreline for erosion
- 11.4 Testing – pH, nitrate, phosphate, and dissolved oxygen levels (2x/year)

Note - Extra sensitivity must be exercised in adjacent landscape areas with high runoff potential to wetlands and rain gardens

REVETMENTS & RIPARIAN EDGES

- 12.1 Litter removal (weekly)
- 12.2 Weeding and removal of invasive plants (bi-weekly, March to Nov)
- 12.3 Pest control (as needed)

IRRIGATION

- 13.1 The Contractor shall employ a licensed irrigator, responsible for maintaining and operating all irrigation systems within the Park.
- 13.2 In collaboration with WGC's onsite staff, and Watershed Protection Department (WPD) staff, Contractor shall check and adjust the system monthly. Adjust controller to conform to weather conditions, soil moisture, water restrictions, and growing season.
- 13.3 Contractor will repair any damages caused by its workforce to the irrigation system within 24 hours.
- 13.4 If the irrigation system is not covered by the original warranty, the cost of any repairs not caused by the Contractor shall be approved in advance by the Owner and shall be in addition to the contract.
- 13.5 Watering times will be dictated by local regulations. Larger properties may be eligible for city variances. Monitor site for water waste, runoff, misting, and adjust program as required. Contractor will not be held responsible for plant loss due to regulatory water restrictions.
- 13.6 Unless otherwise notified, turn irrigation systems off and weatherize in anticipation of freezing weather.
- 13.7 Contractor is responsible for adjusting the watering days and times monthly. Contractor will provide a report monthly with the following information:
 - a. Name of person doing the irrigation inspection
 - b. Date of irrigation inspection
 - c. Key metrics (run times, gallons of water used etc.) as available.

PAVED AREAS

- 14.1 All drives and paved, hardscaped areas will be kept free of weeds and grasses with manual weeding and/or PARD IPM standard herbicides monthly.

- 14.2 Paved and hardscaped areas will be swept or blown per visit to remove clippings and other debris. All clippings will be removed from site by contractor.
- 14.3 Control weeds at sidewalks, columns and paving joints with manual weeding as required to maintain such areas weed-free. Selectively use post-emergent PARD IPM compliant herbicides as needed to eliminate weeds.

DEBRIS, TRASH AND LITTER

- 15.1 Normal trash and litter will be removed from all lawn and landscape areas per visit, except as otherwise noted. Litter shall include, but is not limited to, items such as excessive leaf debris, paper products, clippings, cigarette butts and any other debris.
- 15.2 Immediately clean up, blow, and rake all debris resulting from any and all landscape work and remove from site. Use of on-site dumpsters is prohibited. Sidewalk debris shall be swept or blown away from all buildings to avoid debris blowing under doors. Extreme care shall be used when blowers are used around parked cars and sidewalks.
- 15.3 Contractor is responsible for timely removal of landscape debris from site immediately upon completion of tasks.

SITE DRAINAGE

- 16.1 Maintain all existing curb openings to allow free drainage of water. Maintain grates as necessary to prevent ponding. Prevent clogging of drain openings in landscape beds.

MANAGEMENT

- 17.1 Supervisor Inspection: To be performed by experienced/qualified personnel separate from crew visit. Adequate time is to be allowed to thoroughly inspect site for completeness of crew work as well as to diagnose and head off problems. Provide written reports of work being performed indicating what work items were performed, along with recommendation and price quotes for any additional work Contractor deems necessary. With report, provide schematic plan showing location of all repairs.

ECOLOGICAL/ENVIRONMENTAL STANDARDS:

- All fertilizer or pesticide applications will only be done following consultation with WGC, and follow least hazardous standards as defined by the City of Austin's Parks and Recreation Department's (PARD) IPM plan (attached). A log of ALL treatments must be maintained on site.

- We prefer that machinery used in performing the above tasks should be rated zero carbon emissions (electric, propane powered etc.) wherever possible.

LANDSCAPE DESIGN STANDARDS

- Re-planting: The landscape design relies heavily upon specific, native species. There will be an ongoing need to source like for like replacements to the greatest extent possible.
- Cutback: Much of the landscape has been designed with plants intended to re-seed the landscape. Plants should be allowed to seed out, post bloom cycle before any cutback activities occur to maintain species population.

LENGTH OF TERM:

Term of the agreement will be one (1) year with the option to renew, on mutual agreement of both parties with renewal terms to be negotiated.

PRICING: Compensation for work performed under a contract award, if one is made to the bidder, will be as negotiated and agreed to, based on the bidder's pricing proposal provided in **Exhibit 3 – Pricing Documents (please also fill out the Bid Sheet attached)**

GENERAL CONDITIONS OF SERVICE

Maintenance

1. All work not covered in the service agreement such as additional maintenance and repair will be performed on a time and material basis only after specific authorization by the Director of Park Operations. Upon request, cost estimates for providing the repair and maintenance will be provided by the Contractor prior to receiving authorization to start the work.
2. All necessary items will be billed at either scheduled costs or, if not scheduled, cost plus a fixed mark-up factor. A copy of the supplier's invoice for parts will be provided with the invoice along with any other relevant receipts. Failure of the awarded contractor to select and utilize quality parts/supplies will not be tolerated. All work will be done once without the need for return repairs or rework.
3. WGC reserves the right to clean or repair any or all equipment in house or use outside contractors for new installations, repairs, or maintenance.

Contractor Specifications

1. Provide emergency service when/if required, including weekends and holidays. Response time of 24 hours or less is preferred.
2. Contractor shall be licensed in accordance with state requirements covering the appropriate trade.
3. Contractor shall provide qualified, trained supervisors and labor. In an attempt to provide for consistency, every attempt shall be made to utilize the same labor for service.
4. Contractor must be able to demonstrate that they have adequate staffing to be able to dispatch enough labor at once to service the account.
5. The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed at the Facility.
6. All non-emergency services under this agreement will be performed during Waterloo Park's normal operating hours defined as 5:00 am. to 10:00 pm. Monday through Friday unless otherwise specified. The Contractor shall respond to WGC within twenty-four (24) hours of receipt, verbal or otherwise, of the need for their services. The work shall be performed in a timely manner, except in the case when special materials are required, and then work shall begin within twenty-four (24) hours after receipt of the special materials.
7. Material provided should match existing material and be compatible with existing equipment. Under no circumstances will material substitution be considered or allowed.
8. The contractor shall report observed damages to the Director of Park Operations prior to performing services. Failure to report observed damages may result in the Contractor being held responsible for such damages.
9. Contractor must, prior to any work, contact the Director of Park Operations to schedule the date and time work will be done; failure to contact the Director of Park Operations may result in the unavailability of access to WGC managed properties.

10. WGC reserves the right to withhold any or all payments until defects in performance have been satisfactorily correct.
11. Contractor shall provide clear, unexpired trade license(s) and clear copies of any required permits.
12. Reporting: The Contractor shall report to the Director of Park Operations (or designee) when on the job. After each service call, a service report shall be sent to WGC detailing work performed. A service report shall generally include: type of visit, nature of the work, parts required and cost, labor, number of hours, hourly rate and summary of work done, etc.
13. All additional Repair & Maintenance work, not covered in the service agreement must have a time sheet completed and details of work done, materials used and be signed and dated by an authorized representative of WGC for such additional work to be paid.

Additional Requirements

1. Services may be added or deleted to the list during the contract term at the sole discretion of WGC.
2. No contract will be automatically renewed at the end of the contract term.
3. Additional costs for fuel charges will not be allowed for the term of this contract.
4. The Contractor shall perform all work in accordance with applicable local, State and Federal laws, rules, regulations, zoning and building codes, as well as OSHA guidelines in effect at the time of the project.
6. The Contractor shall provide for the protection of the public, WGC employees and the Contractor's own workers from work related hazards.
7. Contractor shall provide prompt notification to WGC's Director of Park Operations and personnel directly affected by the work of any potentially dangerous situations.
8. Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.
9. All work performed shall conform to the best current practice of the respective trades; and all equipment, materials and articles incorporated in the work under the agreement shall be of new and of the best grade of their kind for their purpose and conform with all applicable state, county and local municipal codes. The Contractor shall, if requested, provide evidence as to kind and quality of materials, equipment and/or articles used.
10. WGC shall have the right to order the work wholly or partially stopped until the objectionable work, materials, equipment and/or articles are removed or to declare the agreement forfeited for non-performance or not being executed according to the intent or meaning of the specifications or other documents used in conjunction with the work.
11. The Contractor shall confine their equipment, apparatus, the storage of materials and the operations of their employees to the limit indicted by law, ordinances, permits or direction of authorized WGC staff and shall not unnecessarily encumber the premises with their materials or equipment.
12. Contractor shall store their materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of their work, the work of other contractors or the operations of WGC.

13. Contractor shall remove all rubbish and debris from WGC managed property and legally dispose of it.
14. The Contractor shall take all necessary measures to prevent damages to other buildings, grounds, and utilities adjacent to their work. The Contractor shall be responsible for damage to the park and its facilities that may be caused by their work.
15. The Contractor shall obtain all necessary permits required by law and regulations. The Contractor shall deliver to WGC a certificate of inspection where such are required.
16. Contractor shall provide Material Safety Data Sheets (MSDS) for each chemical used under these specifications.

IMPORTANT

Please carefully follow the instructions, and provide complete information as asked for in the following sections

Exhibit 2: Proposal Format Guidelines

Exhibit 3: Pricing Documents (please also fill out Bid Sheet attached)

Exhibit 4: Insurance Requirements

If there is any need for clarification or additional information, please contact

Martin Nembhard
Director of Park Operations
Waterloo Greenway

mnembhard@waterloogreenway.org

WGC reserves the right to not consider incomplete proposals.

Exhibit 2: PROPOSAL FORMAT GUIDELINES

Interested bidders are to provide a thorough proposal using the following guidelines.

Proposals should be prepared simply, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements and the completeness and clarity of content. Proposal should be typed and should contain no more than 30 typed pages using a 12-point font size, including transmittal letter, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal must adhere to the prescribed order and content of sections. Proposal should provide "layman" explanations of technical terms that are used. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

To be considered responsive, each proposal must, at a minimum, respond to the following RFP requirements in their entirety, in order, in the bidder's response:

Required Proposal Content

1. Letter of Transmittal:

The bidder's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the bidder contractually. The letter must state that the proposal is in response to this RFP and will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the bidder withdraws it, or a contract is executed, or the procurement request is terminated by WGC, whichever occurs first.

2. Bidder's Company Name and Legal Entity

Show the full legal name and business address of the bidder, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the bidder. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation or organization shall be shown for each corporation and/or entity that is a party to the proposed joint venture.

3. Primary Contact(s):

Provide the name, title, email address and phone number of the individual who will be the primary contact in regards to this proposal. If more than one individual, identify the names, addresses, and phone numbers of each person authorized by the proposing bidder to negotiate and execute the proposed professional services agreement.

4. Background and Project Summary:

The Background and Project Summary Section should describe your understanding of WGC and our projects, the work to be done, and the objectives to be accomplished. Refer to Exhibit 1: Scope of Services, for this RFP.

5. Business Approach:

Present a brief description of standardized and specialized procedures typically followed, presented in a form which will best assist WGC in evaluating the bidder's ability to identify, evaluate and communicate while providing the requested services, e.g. fees, written orders, estimates, etc. Include what you believe is appropriate to the scope of this RFP.

6. Bid Exceptions:

State here any exceptions being taken to the bid and qualification requirements. If there are no exceptions, state. "No Exceptions".

7. Qualifications:

The information requested in this section should describe the qualifications of the company, and key staff providing similar service within the past five years for clients that are similar in size and scope. Include specific experience in regards to providing similar service to parks, public spaces or large private complexes. Information shall include:

1. Names and short bios of key staff who would provide services resulting from this RFP and who have participated on similar projects. Name the projects and describe their specific responsibilities with respect to this scope of work.
2. A summary of your company's demonstrated capability, including: Number of employees, their titles and/or specialties, and length of time that your company has provided the services being requested in this RFP.
3. Provide at least three (3) references that received similar services from your company. The WGC reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - a. Client Name
 - b. Project Description
 - c. Project start and end dates
 - d. Client project manager name, telephone number, and e-mail address
4. Provide an organization chart indicating the key personnel who would provide services resulting from this RFP.
5. Provide evidence that you have all licenses or registrations required to provide services under this contract.

Please also fill out attached Landscape Contractor Qualification Sheet

Pricing Proposal:

Fee proposal including all pricing related issues will follow the format detailed in **Exhibit 3: Pricing Documents.**

Exhibit 3: Pricing Documents

IMPORTANT - Please also complete attached Bid Sheet

Fee Pricing - It is understood that the fees submitted are for the performance of services and are inclusive of any and all remuneration to which the Contractor may be entitled and that the contractor shall not receive any fringe benefits including but not limited to retirement benefits, pension benefits, and insurance benefits in addition to or in lieu of those expressly stated.

Miscellaneous Material & Supply Pricing

Items above will be provided to WGC based on actual acquisition cost plus a mark-up:

Material mark-up: _____ (%) percent.

Supplier invoices will be provided as documentation to support costs of material and supply purchases. In all cases, material will be procured by the Contractor from distributors and suppliers at competitive price levels reflecting discounts appropriate to large companies.

Labor Rates for Miscellaneous Work

	Normal Rate	Holiday/OT Rate
Supervisor	\$/hr	\$/hr
Laborer	\$/hr	\$/hr
Specialist (Licensed Irrigators, IPM Applicators etc)	\$/hr	\$/hr

Hourly rates are inclusive of tools, consumables, service vehicle and other basic costs necessary to provide service.

All non-emergency work shall be during normal park operating hours, Monday through Friday 5:00am am to 10:00 pm unless otherwise requested.

Terms: Net 45 days

Exhibit 4: INSURANCE REQUIREMENTS

The Contractor shall not commence work until it has, at its sole expense, obtained the insurance listed in this exhibit. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Texas. All coverages shall be with insurance carriers acceptable to WGC.

The selected Contractor shall fully indemnify, hold harmless, and defend WG and the City of Austin from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, fees, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to, in whole or in part: (i) any breach of any representation or warranty of Contractor contained in this Agreement; (ii) any breach or violation of any obligation or duty of Contractor under this Agreement or under applicable law; or (iii) any error, omission, misconduct, or negligence by or caused by Contractor in connection with the performance of the Services, including that which causes injury to, destruction of, or loss of use of property.

The Respondent represents and warrants that if awarded, it will, within five (5) business days of award, provide WG with current certificates of insurance to WG of the following insurance coverage:

Workers' Compensation and Employer's Liability: Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits:

- Employers' Liability: Each Accident \$1,000,000
- Disease: Each Employee \$1,000,000
- Disease: Policy Limit \$1,000,000

Commercial General Liability, personal injury and advertising injury with, at a minimum, the following limits:

- Bodily Injury and Property Damage: Each occurrence limit \$1,000,000
- Aggregate Limit: \$5,000,000
- Medical Expense: \$5,000 each person
- Personal Injury and Advertising Liability: \$1,000,000
- Products / Completed Operations Aggregate Limit: \$5,000,000
- Damage to Premises Rented to You: \$50,000

Automobile Liability insurance for all owned, non-owned and hired automobiles with a combined single limit (CSL) for bodily injury and property damage of at least \$1,000,000 per occurrence

Professional (Errors & Omissions) Liability Coverage: \$1,000,000

Subcontractors: If a supplier subcontracts any of the Work, the supplier must provide WGC with the identity of each subcontractor, a description of the work to be performed by each subcontractor and proof that each subcontractor has in force the same insurance coverages and limits required above.

Respondent represents and warrants that all coverages are with companies licensed in Texas, with "A" rating from A.M. Best Co., and authorized to provide the required coverages.

The Selected Contractor shall name WGC and City of Austin as Additional Insureds on all policies listed above. Insurance under this contract which names WGC and/or City of Austin as Additional Insured shall be considered primary for all claims.

The Selected Contractor must, within five (5) business days of award and at least five (5) business days prior to each policy renewal date, furnish proof to WGC of such coverage in the form of a Certificate(s) of Insurance from Contractor's insurance carrier or carriers indicating the above coverages and required Additional Insureds. The Certificate(s) shall be addressed to Waterloo Greenway as the Certificate Holder.

The Selected Contractor shall maintain the above insurance coverage during the term of the Contract, and shall provide WGC with an executed copy of the policies immediately upon request.

Waterloo Park Plant Palette Map

