

**CITY OF HOUSTON**  
Administration and Regulatory Affairs  
Department

**Bill White**

Mayor

Calvin D. Wells, Deputy Director  
P.O. Box 1562  
Houston, Texas 77251-1561

F. 832-393-8755  
<http://purchasing.houstontx.gov>

July 6, 2009

Subject: Letter of Clarification No. 4 for Landscaping Services for the Convention and Entertainment Facilities Department

Reference: Bid Inv. No: S11-L23254

To: All Prospective Contractors:

This Letter of Clarification is issued for the following reasons:

- To revise the above referenced solicitation as follows:
  1. In Section A, **remove** pages 2-3, 5, 14, 16, 27-28, 32, and 35-36, of 66 **replace:** "with attached pages 2-3, 5, 14, 16, 27-28, 32, and 35-36 of 66 **marked revised July 06, 2009.**"
  2. In Section C the General Terms and Conditions **remove** pages 38, and 48 of 66 and **replace:** "with attached pages 38 and 48 of 66 **marked revised July 06, 2009.**"
  3. In Section D, **remove** page 66 **replace:** "with attached page of 66 **marked revised July 06, 2009.**"

- The following questions and City of Houston responses are hereby incorporated and made a part of the Invitation to Bid:

1. On the electronic bid form for other work/services for years one through five, are listed as one unit only are for the purpose of establishing a unit price for future reference, should these prices roll up into the total amount of the bid?

**Answer:** Yes. The City's e-Bidding System will automatically calculate the bidder's amount for these bid items. The unit prices will be included in the contract and will be the pre-established prices for these items/services in the event the City has a need for these items or services during the contract term.

2. What method will the Contractor be paid for major irrigation repairs?

**Answer:** That is covered by section 4.5.6 on page 29. Additionally, bidders are encouraged to enter an hourly rate for line item 60 in the bid forms: "Provide unscheduled (extra) labor by Certified Commercial Irrigator as required to repair irrigation problems, upon request." That is the hourly rate that the City will pay for major irrigation repairs, in addition to payment of the actual cost of replacement parts, which the Contractor

When issued, Letters of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification and/or provision in conflict with the Letter of Clarification. It is the responsibility of the bidders to ensure that it has obtained all such letters. By submitting a bid on this project, bidders shall be deemed to have received all Letters of Clarification and to have incorporated them into this bid.

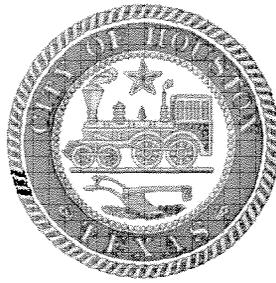
Sincerely,

  
Gloria Jordan-King  
Sr. Procurement Specialist  
832-393-8750

*Partnering to better serve Houston*

Council Members: Toni Lawrence Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan M.J. Khan, P.E. Pam Holm Edward Gonzalez James Rodriguez Peter Brown Sue Lovell Melissa Noriega Ronald C. Green Jolanda "Jo" Jones Controller: Annise D. Parker

SECTION A



**LANDSCAPING SERVICES  
FOR  
CONVENTION AND ENTERTAINMENT FACILITIES DEPARTMENT  
BID INVITATION NO. S11-L23254  
NIGP CODE:**

To The Honorable Mayor  
and Members of the City Council  
of the City of Houston, Texas (the "City"):

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for Landscaping Services for a three-year period with two (2) one-year option periods for the Convention and Entertainment Facilities Department**", which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "Contract"). This offer is made at the prices stated on the electronic Bid Form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180<sup>th</sup> day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181<sup>st</sup> day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Purchasing Agent of the City, **nine (9) copies of their bid response, (one of which should be marked "original" and signed in blue ink)** original counterparts of said Contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the Contract, all on or before the tenth (10<sup>th</sup>) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide **landscaping** services for the City in accordance with attached Specifications.

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

<b>TABLE 1 - REQUIRED FORMS</b>
Affidavit of Ownership.doc
Fair Campaign Ordinance.doc
Statement of Residency.doc
Conflict of Interest Questionnaire.doc
Bidders Qualifications & Experience
Pay or Play Program Acknowledgement Form

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Drug Forms.doc
EEOC.doc
Formal Instructions for Bid Terms.doc
M/WBE.doc
Sample Insurance Over \$50,000.pdf
Pay or Play Affirmative Action & Contract Compliance Q & A
Pay or Play Affirmative Action & Contract Compliance Requirements
Pay or Play Certification of Agreement to Comply with the Program
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors

**NO BID BOND WILL BE REQUIRED:**

**NO PERFORMANCE BOND WILL BE REQUIRED:**

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Service: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
E-mail Address \_\_\_\_\_

5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Name & Phone Number of Contact: \_\_\_\_\_ Years of Service: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**SITE INSPECTION**

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

**QUALITY AND WORKMANSHIP**

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

**BIDDER INTERVIEW:**

All bidders who respond to this "Best Value" invitation to bid will be interview after the bids are publicly opened. Bidders will be contacted based on the information provided in the table below. Bidders are encouraged to bring to the interview their executive management and landscaping professional that will be performing work on the contract, if awarded the contract. Also, please be advised that all cost associated with the interviews shall be at no cost to the City, i.e., borne by the respective bidder. Additionally, the City reserves the right to record and/or videotape the interviews.

<b><i>Bid Number/Title:</i></b>	
<b><i>Company Name:</i></b>	
<b><i>Contact Person:</i></b>	
<b><i>Telephone Number:</i></b>	
<b><i>e-mail Address:</i></b>	

**1.2 LANDSCAPED AREAS: (continued)**

- 1.2.6 **"Miller Outdoor Theatre"** includes the landscaped areas surrounding the outdoor theater located in Hermann Park at 100 Concert Drive, Houston, Texas. Landscaping at this location includes grass, trees, ground cover, irrigation, and seasonal flower installations as requested.
- 1.2.7 **"Root Memorial Square Park"** is the downtown park located near the Toyota Center basketball arena. It is bordered by Clay, Bell, Austin, and La Branch streets. Contractor shall maintain all landscaped areas including trees and Azalea bushes.
- 1.2.8 **"Sabine Promenade"** is a 23-acre waterfront park adjacent to Buffalo Bayou (the "Bayou") that includes abundant native perennials flanking the park's stairways, a variety of trees and sun and shade gardens placed throughout to provide continual color. On both sides of the Bayou, it also includes hike and bike trails, 12 street-to-Bayou access points, dramatic lighting, canoe launches and civic artwork. It links the Allen Parkway/Memorial Drive trails at the Sabine Street Bridge with Sesquicentennial Park in downtown.
- 1.2.9 **"Sweeney Clock Triangle"** is a small park-like area located on a triangular esplanade between Capitol Street and Rusk Street, on Bagby Street. All landscaping and irrigation is to be maintained, including all trees.
- 1.2.10 **"Talento Bilingue de Houston"** is a City-owned facility located at 333 S. Jensen. Contractor shall provide services at all landscaped areas around the exterior of the building and the grass area at the rear of the building up to the railroad tracks.
- 1.2.11 **"Wortham Theater Center"** includes all landscaped areas, trees, and any hanging baskets and plants in containers surrounding the Wortham Theater Center, including Fish Plaza, Sesquicentennial Parks I and II.

**1.3 LANDSCAPING TIME FRAME**

Upon receipt of a Notice to Proceed from the Director or City Purchasing Agent, the Contractor shall provide Landscaping Services at the locations described in Section 1.2 above, from the beginning of the Agreement, in accordance with the specifications in this Section and the attached landscaping schedules. Contractor shall report to the Director's Designee and the applicable Facility Manager regularly about the Landscaping as often as requested to do so.

**2.0 LABOR, SUPERVISION, AND PROPERTY DAMAGE**

**2.1 LABOR**

- 2.1.1 The Contractor shall provide an experienced supervisor with the technical skills and knowledge necessary to perform all work and who shall work diligently and efficiently to ensure that all landscaping personnel, including subcontractors, meet the performance standards set out herein. The supervisor shall have at **least two (2) years'** experience as a landscaping supervisor and must consult with and act in accordance with instructions from the Certified Landscape Professional assigned to the Agreement. Contractor must provide the City with a copy of the supervisor's resume and must provide a copy of the Certified Landscape Professional certificate, at the beginning of the Agreement and as any changes occur throughout the term of the Agreement.

**2.3 SPECIAL REQUIREMENTS—LICENSES AND CERTIFICATES**

Contractor shall provide copies of the following certificates and licenses to the Director prior to the beginning of the Agreement and shall keep such certificates and licenses in effect throughout the term of the Agreement. Contractor shall provide copies of all renewal licenses and certificates to the Director as the Agreement progresses, upon renewal or when requested. (Delete) ~~At least one of Contractor's employees must be a member of the Texas Nursery and Landscape Association ("TNLA").~~

- 2.3.1 Contractor shall have a Certified Landscape Professional on its permanent staff, or under subcontract, and shall provide a copy of the Certified Landscape Professional's certificate to the Director or designee.
- 2.3.2 Contractor is required to have on permanent staff, or under subcontract, a licensed Commercial Pesticide Applicator who is certified by the Texas Department of Agriculture or by the Structural Pest Control Board.
- 2.3.3 Also required on staff, or under subcontract, is a Licensed Commercial Irrigator approved by the Texas Board of Irrigators.
- 2.3.4 Failure to provide evidence of compliance with this section is a material breach of contract. The Director may terminate this Agreement immediately if Contractor fails to provide services from certified and licensed individuals as indicated above.

**2.4 SAFETY**

**2.4.1 SAFETY MEETINGS**

Contractor is required to conduct monthly safety meetings with its staff and shall provide documentation to the Director's Designee to verify that safety meetings were held, upon request.

**2.4.2 MATERIAL SAFETY DATA SHEET (MSDS)**

Contractor is required to provide material safety data sheet ("MSDS") information for all chemical products used at each Landscaped Area, to each Facility Manager who manages a Landscaped Area at which chemical products are used.

**2.4.3 SAFETY EQUIPMENT AND TRAINING**

2.4.3.1 Contractor shall comply all OSHA requirements applicable to its agreement with the City.

2.4.3.2 Contractor shall provide basic safety instructions or training to its employees and subcontractors about the safe and proper use of landscaping tools, equipment, and materials. Contractor's employees, including subcontractor employees, must take reasonable safety precautions to protect themselves and the public from harm while on City property to perform Landscaping Services. Earplugs are required when using blowers and safety glasses with side shields should be worn when appropriate. Safety training and basic safety items, such as safety glasses and earplugs, which Contractor shall provide to its employees, are an ordinary business expense and will not result in any additional charge to the City.

2.4.3.3 Contractor is required to keep all equipment in safe working condition at all times while in use on City property (e.g., deflectors on all mowers). All equipment must be properly operated and maintained to achieve minimum noise levels.

**2.4.3 SAFETY EQUIPMENT AND TRAINING: (continued)**

2.4.3.4 Failure to observe and follow safety requirements is a material breach of contract, which may result in immediate termination of this Agreement by the Director, at the Director's sole discretion.

treatments to control insects or disease affecting shrubs and ground cover when the need is determined by the Facility Manager, with or without the advice of the Contractor. If the Facility Manager observes evidence of insect infestations or plant diseases that are not detected by the Contractor during the scheduled inspections, the Contractor will be responsible for the treatment and/or replacement of any plant that is damaged due to the Contractor's neglect at no charge to the City. Contractor shall dispose of diseased or dead plant materials off site.

- 4.3.9 Contractor shall prune Azaleas immediately after blooms have expired. Contractor shall trim no more than one-third (1/3) of the existing branch length, and shall then fertilize the Azaleas as described below.
- 4.3.10 Contractor shall apply a specially formulated fertilizer to all Azalea beds (15-9-9 with 10% Sulfur and 5% Iron) at a rate of 1 lb./100 square feet. Contractor shall irrigate immediately after application and ensure no residue remains on pavement. The cost of Azalea fertilizer is part of the periodic shrub and ground cover fertilization service and, as such, is included in the Agreement at no additional cost to the City.
- 4.3.11 If the Director's designee determines that a Weed killer is necessary, Contractor shall apply a pre-emergent herbicide to all bed areas as scheduled. Unless the Director's designee and the Contractor determine that a less toxic herbicide should be used or that a Weed killer is not needed, an herbicide should be used, such as Surflan, or an equivalent, which can only be applied as directed on the label. The desired application rate is 3 ounces/1,000 square feet. Regulated herbicides and other toxic or potentially toxic materials, such as pesticides, must be applied by Contractor's Licensed Commercial Pesticide Applicator, under supervision of the Contractor's Certified Landscape Professional, to avoid environmental damage. Failure to apply such chemicals in strict accordance with the manufacturer's directions, such as those found on the label, may be a violation of Federal law and/or Environmental Protection Agency rules or regulations.
- 4.3.12 Ground Covers shall be trimmed to attain optimal growth and any discolored or damaged leaves shall be removed. All Asian Jasmine shall be trimmed using a monofilament trimmer and must be edged with a blade edger. Liriope shall be scalped annually to a height of two inches (2"), unless the Director requests a change in frequency or height.
- 4.3.13 Contractor shall trim the Fig Ivy at the Houston Center for the Arts four (4) to six (6) times per year, unless the Facility Manager requests a change in the frequency of this service. The Fig Ivy should be trimmed away from the top of the building, three to four inches (3" – 4") away from the metal gutter material. The Fig Ivy also needs to be trimmed back from the east side 18 to 20 inches. The Fig Ivy on the fencing surrounding the wood dust removal equipment also needs to be trimmed. Contractor shall discuss the trimming of Fig Ivy with the Facility Manager and obtain his approval before proceeding, to ensure that the desired amount of trimming is performed at each Fig Ivy location, as frequently as the Facility Manager deems necessary. The amount of Fig Ivy that should be trimmed, and the frequency of the Fig Ivy trimming service may vary from time to time, due to factors such as weather conditions.

#### **4.4 MAINTENANCE OF TREES**

- 4.4.1 Contractor shall be responsible for the maintenance of all existing trees. All trees shall be pruned, trimmed, and shaped as deemed necessary by management for a well-maintained appearance, except the Hanging Tree, which shall be pruned only by the City's Tree Specialist. Such pruning shall also serve the purpose of preventing any obstruction of the pathways and parking areas. No massive pruning or cropping is to be performed without the prior written consent of the Director or Facility Manager. **All tree pruning that Contractor is requested to do shall be performed in accordance with pruning standards set forth by the International Society of Arboriculture.**
- 4.4.2 Contractor shall be responsible for pesticide treatments to control insects or disease affecting

Note: There are two line items in the bid form for pruning: Minor Pruning and Major Pruning.

Contractor. If the Facility Manager observes evidence of insect infestations or plant diseases that are not detected by the Contractor during the scheduled inspections, the Contractor will be responsible for the treatment/replacement at no additional charge to the City, using the appropriate materials as described under "Materials."

- 4.4.3 Mulch all trees as per the specified schedule. A minimum of one inch (1") of organic mulch should be evenly applied during each application.
- 4.4.4 Fertilization of trees will be done only by SSA when the need is determined by the Facility Manager or advised by Contractor and approved by authorized Department staff.
- 4.4.5 Removal of dead or diseased trees and replacement of tree(s) shall be a special service when the Facility Manager determines the need or as advised by the Contractor. If Contractor does not properly maintain trees, Contractor shall replace dead or diseased trees at its expense.
- 4.4.6 Any tree that is leaning must be properly anchored by the Contractor to support and encourage vertical growth, **upon Facility Manager's request.**
- 4.4.7 Sucker growth is to be removed from all trees and tree grates as a part of the regularly scheduled tree pruning services. All ornamental trees (Crepe Myrtles, Ligustrum trees, Yaupon trees, etc.) are to be trimmed so that the canopies attain a uniform growth that is consistent with the genetic habit of each species. Crepe Myrtles are to be pruned annually to remove only the remaining seedpods and to selectively remove the terminal portion of all secondary branches.
- 4.4.8 Contractor shall keep the areas within tree grates free of trash and debris as part of the regularly scheduled debris removal services. If requested by the Facility Manager or Director's designee, Contractor shall replace missing tree grates at actual cost. Tree grates that are damaged or lost by Contractor's employees shall be replaced at Contractor's expense. The Director may choose to use a third party provider for the replacement of tree grates at any time.
- 4.4.9 The Contractor shall pay special attention to the health and condition of the historic "Hanging Tree" located near the corner of Capitol and Bagby, adjacent to the south wall of Phase Two of Bayou Place. The Hanging Tree is over 400 years old, and its limbs are supported by a pulley/cable system that requires strict attention. Any unusual changes in the condition of the Hanging Tree and any change in the two (2) Live Oak trees directly adjacent to the east and west sides of the seating area at Miller Outdoor Theatre, especially changes in the level of any one of these trees' limbs, or any changes caused by strong winds or heavy rain, must be reported to the Director or the appropriate Facility Managers immediately.

**4.5 MAINTENANCE OF IRRIGATION SYSTEMS**

Contractor shall maintain irrigation systems at the following Landscaped Areas: George R. Brown Convention Center, the Hanging Tree, Houston Center for the Arts (two systems, one at the main building and one at the parking lot), Sweeney Clock Triangle, Jones Plaza, Miller Outdoor Theatre, Root Memorial Square Park, the Sabine Promenade, and the Wortham Theater Center, unless the Director chooses to use other contractors to perform irrigation repair services.

- 4.5.1 The atmospheric pressure vacuum irrigation system near the Hanging Tree must be operated manually, as a part of the regularly scheduled services, not as an additional cost.
- 4.5.2 Contractor shall be familiar with and maintain the sprinkler irrigation system at each of the Landscaped Areas that has an irrigation system. All irrigation systems are fully functional at the start of the Agreement.

5.8.2. **BACTERIAL**

Crown Gall may be found in some rose beds; if so, those plants may need to be removed and replaced. An inventory should be done in October so that new material can be installed at the same time the pruning is done. Contractor shall obtain Facility Manager's approval prior to purchasing or planting any new plants, including rose bushes. If the Facility Manager does not specify a particular type or color of roses, replacement rose plants should be Knockout Roses or Double Knockout Roses, in the gallon size specified by the Facility Manager, and should be of a color similar to the roses that are being replaced.

5.8.3. **INSECTS**

Aphids, thrips, and spider mites are the main insect pests for roses. Constant monitoring is necessary and regularly scheduled spraying is required for preventative control. Rotation of products is advised to prevent pesticide resistance.

6.0 **OTHER WORK/SERVICES**

6.1 If requested by the Director's designee or a Facility Manager, Contractor shall perform Other Work/Services at the Landscaped Areas, which may include, but not be limited to, the following:

6.1.1 Tree Felling, Tree Removal, Root Removal, and Stump Grinding

6.1.1.1 If requested, Contractor shall provide labor, equipment, materials, supplies, etc., for tree felling, tree removal, root removal, and stump grinding, at the prices specified in the bid form, as described below.

**6.1.1.2 For the purposes of bidding, bidders should submit a price for cutting down a tree with a diameter of six inches (6") or less. Trees with a diameter in excess of six inches (6") will be treated as a special service.**

6.1.2 **Tree Felling and Removal**

If requested by a Facility Manager, the Contractor shall fell an undesired tree, and remove the tree, its branches, and associated debris from the site. Tree cutting and removal operations shall be scheduled in advance, and Contractor shall avoid unnecessary disruption to the work site.

6.1.3 Tree Felling, Removal, and Stump and Above Ground Root Removal

If requested by a Facility Manager, tree, stump, and above ground roots shall be removed to a depth of six inches (6") below normal ground elevation. Contractor shall remove tree, branches, and debris from the site. Removal operations shall avoid unnecessary soil excavation and ground disruption. If Contractor removes a tree stump from a lawn area, the stump hole and any other surface damage caused by removal shall be filled with topsoil, fertilized, raked, seeded, and grass shall be established. If the hole is not in a lawn area, Contractor shall fill it with topsoil and prepare the surface to be level with and match the appearance of the surrounding surface.

6.1.4 **Stump Grinding**

When requested by a Facility Manager, Contractor shall grind a tree stump to a depth of six inches (6") below normal ground elevation and remove debris from the site. Removal operations shall avoid unnecessary soil excavation and ground disruption. If Contractor performs this service in a lawn area, the stump hole and any other surface damage caused by removal shall be filled with topsoil, fertilized, raked, seeded, and grass shall be established. If the hole is not in a lawn area, Contractor shall fill it with topsoil and prepare the surface to match the surrounding surface.

**8.0 PERFORMANCE-BASED INCENTIVE**

- 8.1 The Director's designee and each of the Facility Managers who are responsible for a Landscaped Area shall evaluate Contractor's performance semi-annually (twice each Agreement year). Contractor will be eligible to receive a performance incentive payment not to exceed ten thousand dollars (\$10,000) each Agreement year. The performance criteria will be based upon Contractor's performance of the services as set out in **Exhibit "BB1"** attached hereto—"Performance Report Card."
- 8.2 The Director will determine how to weigh the applicable percentage of each of the managers' scores prior to the first performance evaluation, based on the average cost of Landscaping Services at each Landscaped Area.
- 8.3 For example, Theater District Parks' score (for the Wortham Theater Center, Talento Bilingue de Houston, Sweeney Clock Triangle, Sabine Promenade, Root Memorial Square Park, Jones Plaza, Jones Hall, and the Hanging Tree) will carry more weight due to the larger number of Landscaped Areas managed by the Theater District Parks manager, perhaps as much as 70% of the total score, while the George R. Brown Convention Center may count as 15% of the total score, Miller Outdoor Theatre may count as 10% of the total score, and Houston Center for the Arts may count as 5% of the total score.
- 8.4 Based on the scores it receives on its Performance Report Card, Contractor will be eligible to receive up to \$5,000 every six months throughout the Agreement, not to exceed \$10,000 per Agreement Year, based on the total Performance Report Card scores it receives. The amount of the total performance incentive will be calculated as follows, for every six (6) month period:

Total Score	Total Performance Incentive
90 – 100	\$5,000
80 – 89	\$2,500
0 – 79	\$ 0

If mutually agreed upon by the Director and Contractor, the evaluation criteria may be adjusted as the Agreement progresses, as long as the evaluation criteria remains based upon the Agreement's requirements.

**9.0 CONTRACTOR'S PHASE-IN**

- 9.1 The Contractor must be prepared to accomplish a smooth and successful transition of operations and services and will have *up to* a thirty (30) day phase-in period. Contractor's Phase-in period shall begin upon receipt of a start phase-in notice from the Director (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately thirty (30) days or less, preceding the receipt of Notice to Proceed. The incumbent vendor shall be responsible for performing the duties and services listed in its contract during the Phase-in period. During the Phase-in period, Contractor shall arrange to have necessary supervisory, technical, and other personnel on site to observe the Landscaped Areas.
- 9.2 Contractor may use this Phase-in period to recruit and train personnel, arrange for identification badging, establish management procedures, set up records, ensure adequate equipment is in place for Landscaping Services, and otherwise prepare for the assumption of control without disruption of operations. During the Phase-in Period, it shall be the responsibility of Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval. Contractor shall have no responsibilities for providing the Landscaping Services during the Phase-in period. The Phase-in period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the Landscaping Services.

9.3 Contractor shall perform the Phase-in services listed above at no cost to the City.

**10.0 CONTRACTOR'S PHASE-OUT**

10.1 Contractor recognizes that the services provided by the Agreement are vital to the City's overall efforts to provide aesthetically pleasing landscaping; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; and that Contractor must cooperate in order to effect an orderly and efficient transition. Contractor shall provide City will all Documents related to this Agreement.

10.2 Accordingly, Contractor shall be required to provide Phase-out services for up to thirty (30) days prior to contract expiration to its successor Contractor at no extra charge to the City. Phase-out orientation shall comprise a maximum of 30 working days, eight hours per day. Orientation may include landscaping procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by the Agreement during its Phase-out period. Contractor agrees to cooperate with its successor Contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

**11.1 Additions & Deletions**

**At any time during the term of this Agreement, the City, by written notice from the Director to the Contractor, may add or delete like or similar equipment, locations and/or services and/or frequencies to the list of equipment, locations and/or services and/or frequencies to be performed. Any such written notice shall take effect on the date stated in the notice from the Director. Equipment, locations and/or services and/or frequencies added will be subject to the Agreement services and charges or rates as an item already specified in the fee schedule. If the additional equipment, location and/or service and/or frequency is not identical to any item already under contract, the charges therefore will then be mutually agreed upon by the Director and the Contractor. Charges for deletions shall be excluded from invoices to the City as of the later of the date such notice is effective or the date received by the Contractor.**

**The Director of the Convention & Entertainment Facilities Department administers this contract.**

**12.1 ESTIMATED QUANTITIES NOT GUARANTEED**

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of "Landscaping Services" during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates during the terms of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

**SECTION C  
GENERAL TERMS & CONDITIONS**

**THE STATE OF TEXAS**

**BID S11-L23254** \_\_\_\_\_

**ORDINANCE #** \_\_\_\_\_

**COUNTY OF HARRIS**

**CONTRACT #** \_\_\_\_\_

**I. PARTIES**

**1.0 ADDRESS**

THIS AGREEMENT for **LANDSCAPING SERVICES** ("Agreement") is made on the  
Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal  
corporation and \_\_\_\_\_ ("Contractor or Vendor"), a corporation doing  
business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the  
other party, are as follows:

**City**

**Contractor**

City Purchasing Agent for Director  
of **Convention & Entertainment Facilities Department**  
**City of Houston**  
**P.O. Box 61469**  
**Houston, Texas 77208**

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\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The Parties agree as follows:

**2.0 TABLE OF CONTENTS**

2.1 This Agreement consists of the following sections:

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
  - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
  - 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### IV. TERM AND TERMINATION

##### 1.0 CONTRACT TERM

1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

##### 2.0 NOTICE TO PROCEED

2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

##### 3.0 RENEWALS

3.1 If the Director, at his or her sole discretion, makes a written request for renewal to Contractor at least 30 days before expiration of the then-current term, and if sufficient funds are allocated, then, upon expiration of the initial term, or first renewal term as applicable, this Agreement will be renewed for an additional one-year term (a "Renewal Term") upon the same terms and conditions, but not to exceed two (2) such one-year Renewal Terms.

**SECTION "D"**

**EVALUATION MATRIX**

**In determining the Best Value, the City will evaluate each bid on the basis of the following criteria**

a.	Bidder's financial stability and proposed fees.	30%
b.	Professional background, qualifications, and experience of the proposer and proposed Certified Landscaping Professional.	25%
c.	Proven track record of high quality landscaping services at facilities of comparable size and complexity including airports, shopping malls, office Buildings, convention centers, theater facilities, and public assembly facilities. Results of interviews and/or reference checks will be taken into account.	25%
d.	Bidder's demonstrated level of commitment and ability to provide all services and equipment on an expedited basis as outlined in the ITB, including willingness to agree to all legal requirements included in the ITB.	15%
e.	M/WBE Participation	5%
<b>Total:</b>		<b>100%</b>