REQUEST FOR PROPOSAL

Landscaping Services

Rocketship Public Schools Texas
2001 Beach St. Ste 102
Fort Worth, TX 76103

March 23, 2023

Prepared By:

Rocketship Texas Regional Office
2001 Beach St. Ste 102
Attn: Chasiti McKissic (cmckissic@rsed.org)
RFP Specifications - Landscaping Services

1. Statement of Purpose

Rocketship Public Schools Texas, A Public Charter School, 501(c)(3)., (“Rocketship Texas”), is an elementary public charter school with two locations:

- 3520 E. Berry St. Fort Worth, TX 76105 and;
- 300 E. Loop 820 Fort Worth, TX 76112.

Both locations are in need of landscaping services and are accepting proposals in response to this Request of Proposal. In order to find a qualified source to provide bi-weekly lawn care. Our goal with bi-weekly lawn care is to:

- Maintain clean and beautiful flower beds, yards, and greenspaces on Rocketship Texas’s two campuses.

The objective of this Request for Proposal is to locate a source that will provide the best overall value to Rocketship Texas. While price is a significant factor, other criteria will form the basis of our award decisions, as more fully described in the Evaluation Factors section of this Request for proposal below.

2. Background Information

Rocketship-Texas is a non-profit charter school that is a part of a national network of elementary charter schools serving primarily low-income students in neighborhoods where access to excellent schools is limited. There are currently Rocketship elementary schools in California, Wisconsin, Washington D.C. and Tennessee.

In August 2022, Rocketship - Texas opened its first elementary school in the Stop 6 community of Fort Worth, Texas. Rocketship - Texas in its first year will serve approximately 500 students from PreK3 through 3rd grade. The School will grow to have 2 campuses serving nearly 1,200 students through 5th grade in August 2023. By 2027, Rocketship- Texas will have 4 schools, serving nearly 2,200 students.

Students at Rocketship schools across the country make remarkable progress every year. In a single academic school year, Rocketeers (that's what we call our students) average 1.7 years of growth in math and 1.5 years of growth in reading. Through our focus on specialized teachers, innovative technology, and regular parent engagement
(including home visits) our teachers are able to meet the unique needs of each and every student we serve.

We believe truly transformative schools do more than educate students; they empower teachers, engage parents and inspire communities. Together, we can eliminate the achievement gap in our lifetime.

3. Project Description

The purpose of this project is as follows:

Remove incidental landscape debris that has accumulated over the winter months. Ornamental grasses liriope, and perennials shall be cut back as needed. Repair trees and shrubs of minor winter damage in landscaped areas. Edge all previously edged beds, walkways and curbing to produce a clean sharp edge.

The description of the project is as follows:

Lawn Care:
- Lawn Mowing, edging/trimming, ornamental beds and flowerbeds
- Pruning of hedges, shrubs, ground covers, and perennials
- Fertilization and insecticide application
- Irrigation services (if applicable)

4. Project Scope

The scope of the project entails:

Furnish and install double shredded hardwood mulch. Mulch may be installed by hand or by use of mechanical blowers. This will be determined by schedule and account manager. Cleanup of the work area upon completion of installation is included. Pricing includes all labor equipment and materials.

Maintain a neat and trim turf height that is best suited for the season and turf type. Lawn edges shall be trimmed to maintain a neat appearance. All landscape beds will be maintained throughout the season by applying appropriate pre & post emergent weed controls in conjunction with hand weeding as needed. Mowing will take place every 7 to 10 days beginning in March each year and continuing through the mowing season. During extended rainy and dry periods, mowing will take place as conditions
dictate. Minor trash and debris will be removed prior to mowing.

All accessible sidewalks and curbs shall be edged with every other mowing using a steel blade edger. Excess grass clippings, and debris will be blown from hardscape areas after each service. All mulched areas will be kept free and clear of excess clippings. Appropriate non-selective weed controls shall be applied to sidewalks and curbs to prevent growth of grass and weeds in maintained areas, as necessary.

Trees shall be selectively pruned one (1) time per year. For conifers, the primary objective for is to retain the lower branches to the ground for the purpose of shading and cooling the root system, creating a concealed leaf dropping zone and provide a mowing limit. The secondary objective is that of esthetics; to enhance the appearance and to remove dead or diseased wood. For deciduous trees, pruning shall consist of removal of small interior branches, crossed or rubbing branches, suckers, waterspout, dead or diseased wood; partially exposing the branching structure, encouraging an open, airy appearance.

Tree branches that interfere with pedestrians and vehicles along walkways and parking lots shall be pruned as part of or the recurring maintenance service. Pruning up to a height of 10-12’ from the ground shall be covered under these specifications. Any additional work will be done under a separate agreement, at an additional cost. Tree pruning excludes wooded buffer and/or naturalized areas.

Pruning shall only be performed by skilled plantsmen, knowledgeable of the growth habits of the specific plants, and using hand pruners, loppers, pole pruners, and shears. Tools shall be kept clean and sharp. Pruning shall be done for the purpose of enhancing the inherent growth characteristics of each plant species, removing limbs which interfere with pedestrians, and removing dead or diseased wood. Cuts shall be clean and flush, without tears or stubs. Pruning shall be done up to three (3) times each year, depending on individual plant requirements.

Evergreen Shrubs:

Pruning procedures shall vary depending on the plant species and whether the planting is a hedge or informal group. Plants shall be maintained as a formal hedge only if in that current state. Informal mass plantings shall be maintained at varying heights and spread, and may
receive limited attention depending on the individual varieties. A full, natural plant form shall be maintained, characteristic of the species. Certain plants may be converted from a sheared form to a more natural appearance in order to improve plant health and prolong the life span (ex, Azalea, Laurel, Nandina). Client shall be notified of any change in procedures.

Deciduous Shrubs:

Deciduous shrubs shall be pruned to control suckers and leggy growth; and remove dead or diseased wood. They shall be allowed to develop their characteristic form, height, and spread within the confines of their allotted space. If there are no space restrictions, deciduous shrubs shall receive limited attention in order to promote long term health.

Regenerative Pruning:

Regenerative shrub pruning (major thinning, removal of mature canes, and reduction in overall size) is available at additional cost and is not included within the scope of work.

Fertilization and Insecticide Application:

Fertilize and apply insecticide during seasonal transitions.

The successful bidder will be responsible for:

The successful bidder will be responsible for bi-weekly service and upkeep of the grounds at the 2 campuses.

The criteria set forth below should be met to achieve successful completion of the project:

- Well kept grounds at all Rocketship Texas locations.
5. RFP and Project Timelines

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Notice/Publication of RFP</td>
<td>March 23, 2023</td>
</tr>
<tr>
<td>On-site Walkthrough*</td>
<td>March 31, 2023</td>
</tr>
<tr>
<td>Due Date for Bidder Questions</td>
<td>April 6, 2023</td>
</tr>
<tr>
<td>Response to Questions**</td>
<td>April 7, 2023</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>April 14, 2023</td>
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<tr>
<td>Notification of Award</td>
<td>April 28, 2023</td>
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<tr>
<td>Contract Start Date</td>
<td>Site 1: (Berry St) - May 8, 2023 Site 2: (E Loop) - August 1, 2023</td>
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*Note: On-site walkthroughs will occur on the following days:
- 3520 E. Berry St. Fort Worth, Texas 76105 ~ 3/31 9:00 am - 10:00 am
- 300 E. Loop 820 Fort Worth, Texas 76112 ~ 3/31 10:30 am - 11:30 pm

**Responses to questions from bidders regarding this RFP will be delivered and communicated to all bidders as a group versus single, individual responses to each bidder.

***The period of contract resulting from this RFP is scheduled to begin as noted above. The contract will continue through June 30, 2024, with options to renew on a yearly basis.

- School hours are M-F, 7:15 AM - 4:00 PM

*It is important to note that the 300 E. Loop 820 Fort Worth, Texas 76112 campus is still under construction. The anticipated completion date is July 15, 2023.*

Therefore, all submitted bids should reflect the initial scope of work for the existing campus at 3520 E. Berry St. Fort Worth, TX 76105 with adding services to 300 E. Loop 820 Fort Worth, Texas campus beginning August 1, 2023.
6. Evaluation Factors

Rocketship Texas will rate proposals based on the following factors, with cost being the most important factor:

1. Responsiveness to the requirements set forth in this Request for Proposal
2. Relevant past performance/experience
3. Samples of work
4. Cost, including an assessment of total cost of ownership
5. Technical expertise/experience of bidder and bidder’s staff
6. Locally based company

Rocketship Texas reserves the right to award to the bidder that presents the best value to Rocketship Texas as determined solely by Rocketship Texas in its absolute discretion.

7. Submission Guidelines and Requirements

1. The following submission guidelines and requirements apply to this Request for Proposal:
2. First and foremost, only qualified individuals or firms with prior experience on projects such as this should submit proposals in response to this Request for Proposal.
3. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiation.
4. **Submission Deadline:** Proposals must be received prior to **April 14** to be considered.
5. Proposals must remain valid for a period of 120 days.
6. Any modifications to the proposal must be submitted in writing prior to the submission deadline.

8. Proposal Submission Information

Proposals must be submitted in PDF format only (accompanied by the EXCEL pricing sheet) via email to Chasiti McKissic at cmckissic@rsed.org. Please include “Your Company Name - Landscaping Services” in the email subject line.

- **Proposals must be submitted in PDF format only (accompanied by the EXCEL pricing sheet) via email to Chasiti McKissic at cmckissic@rsed.org. Please include “Your Company Name - Landscaping” in the email subject line.**
Attachment A: Overview & Proposal

- A brief discussion of the consultant’s/company’s history, and services offered. Briefly state the bidder understands of the work to be done and commit to performing the work within the required time period.
- Bidders must list at least 3 numbers of projects that are substantially similar to this project as part of their response, including references (names and contact information) for each. Examples of work should be provided as well.
- A price proposal must be provided. This price proposal should indicate the overall fixed price, price by season and/or service for the project as well as hourly rates and an estimated total number of hours, should Rocketship Texas decide to award a contract on an hourly rate or itemized basis. *Also include prices for maintenance, support, service and upgrades including hourly rates for services, if applicable.*
- Proposals must be signed by a representative that is authorized to commit the bidder's company.

Attachment B: Insurance Coverage Requirements

- General Liability: $1,000,000, Umbrella Liability: $1,000,000
- *Rocketship Texas will be named as additional insured on certificate of insurance if bidder is awarded a contract. Certificates to be furnished upon request.*

Attachment C: Financial Statements

- Bidder should submit as Attachment C current financial statements, preferably for the past two years, which have been audited or reviewed by a Certified Public Accountant.

Attachment D: Proposed Exceptions, Alterations, Additions, or Modifications to RFP

- Bidder should submit as Attachment D, any and all proposed exceptions, alterations, additions, or modifications.

Attachment E: Proposed Subcontractors:

- Include names, addresses and descriptions of key subcontractors which your firm would employ and a description of their relevant experience and past performance. *Rocketship Texas reserves the right to approve all subcontractors that were not approved during the RFP process. Denial of a subcontractor by Rocketship Texas will NOT absolve the bidder from its performance obligations at the contracted price.*
General Requirements

1. Rocketship Texas Reservations of Rights
Any proposal not providing the required information, or not conforming to the format specified in this RFP, may be disqualified on that basis.

- Rocketship Texas reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all proposals with or without cause.
- Rocketship Texas further reserves the right to waive any irregularity or informality in the RFP process or any proposal.
- Rocketship Texas further reserves the right to make corrections or amendments due to errors identified in proposals by Rocketship Texas or the bidder.
- Rocketship Texas further reserves the right to modify and/or amend the final contract in negotiation with the contractor.
- Rocketship Texas further reserves the right to select one or more bidders to perform the services.
- Rocketship Texas further reserves the right to only make renewals via written agreement between Rocketship Texas and the vendor.

2. Document Interpretation
In the event of any conflict of interpretation of any part of this overall document, the interpretation shall be governed by the laws of the state of Texas.

3. Hold Harmless Agreement
The successful bidder(s), its agents, employees (paid or volunteer), directors and/or assigns shall indemnify, hold harmless, and defend Rocketship Texas, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the bidder and its agents, employees(paid or volunteer), directors and/or assigns in the indemnification shall also include reasonable attorneys’ fees, court costs, and expenses.

4. Inspections
Rocketship Texas reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of Rocketship Texas. If a bidder cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, Rocketship Texas can reject the proposal as inadequate.
5. Testing
Rocketship Texas reserves the right to test equipment, supplies, materials and goods proposed for quality, compliance with specifications and ability to meet the needs of Rocketship Texas. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

6. Invoices and Payments
The bidder(s) who is awarded the contract is required to send all invoices to Rocketship Texas’s reference point of contact designated in this document, and to Accounts Payable 350 Twin Dolphin Drive, Suite 109. Redwood City, CA 94065. Invoices shall be provided within 30 days of providing goods and/or services to Rocketship Texas.

In the event Rocketship Texas is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, Rocketship Texas may be required to perform substantial research which could result in delay of payment. Rocketship Texas will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices.

7. Taxes
Rocketship Texas has filed the application to be exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, Rocketship Texas will not be responsible for payment of the taxes. The bidder awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to Rocketship Texas.

8. Transition
If an executed contract with the bidder terminates for any reason, Rocketship Texas reserves the right to have a period of time to transition the contracted goods and/or services to a new provider. During this transition period, Rocketship Texas will pay for these goods and/or services to the provider at the negotiated rate(s) in existence at that time. Rocketship Texas further reserves the right to establish the length of the transition period and communicate this transition time period to the provider; however, such transition period shall not exceed 180 days.

9. Warranties
Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Bidders may not limit or exclude any implied warranties.
10. Association
Bidders may not use the Rocketship Texas official logo(s), or any phrase associated with Rocketship Texas, without the written permission from Rocketship Texas.

11. Exceptions, Alterations, Additions or Modifications
If any exceptions, alterations, additions, or modifications are submitted by bidder to any portion of this RFP, the bidder must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the bidder of the RFP as proposed by Rocketship Texas. Rocketship Texas reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

12. Proposal Preparation Costs
All costs related to the preparation and submission of this proposal shall be paid by the bidder. Issuance of this RFP does not commit Rocketship Texas, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate Rocketship Texas to award a contract or purchase any goods and services stated in the RFP.

13. Retention of Proposal Documentation
All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of Rocketship Texas.

14. Modification/Withdrawal of Proposal
Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, or in person before the response date.

15. Evaluation and Award
This RFP in no manner obligates Rocketship Texas to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of Rocketship Texas and may be terminated at any time prior to the signing of the contract. Rocketship Texas may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful bidder(s).

If Rocketship Texas is unable to agree to contract terms, Rocketship Texas reserves the right to terminate contract negotiations with a bidder and initiate negotiations with
another bidder. Rocketship Texas reserves the right to select services and products from any number of bidders if in its sole discretion it is in the best interest of Rocketship Texas to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of Rocketship Texas and such evaluation and determination of best value shall be solely at the discretion of Rocketship Texas.

**Purchase price is not the only criteria that will be used in the evaluation process.** Submission of a proposal implies the bidder’s acceptance of the evaluation criteria and all other terms and conditions as set forth in this RFP as well as the bidder’s recognition that subjective judgments can and will be made by those individuals evaluating proposals.

**Rocketship Texas RESERVES THE RIGHT TO AWARD THE CONTRACT TO ONE bidder/CONTRACTOR, OR MORE THAN ONE bidder/CONTRACTOR IN ITS SOLE DISCRETION.**

16. **Non-performance by bidder/contractor**
Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by Rocketship Texas on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required operating performance standards in the time period required and consistent with workmanlike manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective.";
3. Failure to keep and maintain all required insurance coverage;
4. Failure to cure deficiencies within thirty (30) days of written notification of such deficiency, or such shorter period of time as set forth in the Contract Documents.

17. **Insurance**
All bidders must provide evidence of insurance or insurability. Contractor shall maintain at its own expense throughout the life of this Agreement, the following insurance with insurers reasonably acceptable to Rocketship Texas. The successful bidder must provide written notice to Rocketship Texas at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any policies as evidenced by return receipt of United States certified mail:

(A) Workers’ Compensation Insurance in the greater sum of (1) the insurance currently maintained by the Contractor, (2) any amounts and scope required by statute or other governing law, or (3) the following: (i) bodily injury by accident - $100,000 each

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accident; (ii) bodily injury by disease - $500,000 policy limit; or bodily injury by disease - $100,000 each employee. (B) Commercial General Liability Insurance on an occurrence basis in an amount equal to the greater of (1) the insurance currently maintained by the Contractor or (2) $2,000,000 each occurrence; and such insurance shall include the following coverage: (i) completed operations coverage, (ii) contractual liability coverage, (iii) personal injury coverage, (iv) an endorsement naming Rocketship Texas, as an additional insured, , and (v) an endorsement providing that such insurance as is afforded under Contractor’s policy is primary insurance in respect to the additional insureds. NOTE: The additional insured endorsement required herein shall be an ISO Form B (CG 2010 85) or equivalent. (C) Professional insurance (Errors and Omissions) in the same amount as the Commercial General Liability Insurance stated in (B) (D) Business Automobile Liability Insurance in an amount equal to the greater of (1) the insurance currently maintained by Contractor or (2) $1,000,000; and including the following coverages; (i) owned autos, (ii) hired or borrowed autos, (iii) non-owned autos. No endorsement limiting or excluding a required coverage is permitted. In addition to securing the above insurance policies, Contractor shall also require all of its subcontractors to maintain the same types of insurance required of Contractor under this Contract, and, in connection with the subcontractors’ commercial general liability insurance policies, Contractor shall also require its subcontractors to provide endorsements (i) naming Rocketship Texas as an additional insured, and (ii) providing that such insurance as is afforded under the subcontractor’s policy is primary insurance as it pertains to the additional insured.

18. Conflict of Interest
The prospective bidder, its agents, employees, directors and/or assigns, shall disclose any financial, business or other relationship with Rocketship Texas that may have an impact upon the outcome of this contract or potential future of the Rocketship Texas projects resulting from this effort. The prospective bidder, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or Rocketship Texas projects that will follow. In particular, the prospective bidder its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with any company that might submit a bid on the Rocketship Texas projects.

19. Non discrimination
The selected bidder shall comply, and shall require its agents, employees, directors and/or assigns to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or any other prohibited basis.
Attachment F – REQUIRED FORMS

The attachments listed below are required and should be included with the Proposal. ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor Information
3. Attachment C – Vendor Certification
4. Attachment D – Proof of Insurance
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – Conflict of Interest Form CIQ
7. Attachment G – Equal Opportunity and Nondiscrimination
8. Attachment H – Criminal History Certification
9. Attachment I– Reference Sheet
Attachment A – Title Page

A Proposal Submitted in Response to

Rocketship Public Schools Texas

Attn: Chasiti McKissic

RE: Landscaping Services

Submitted By:

____________________________________________________________

( Full Legal name of Vendor) On:

____________________________________________________________

(Date of Submission)