

**TOWN OF PROSPER
CONTRACT FOR SERVICES
BID NO. 2024-06-A**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **V&A Landscape and Lawn** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Various Locations Landscape Services in sections 1 (Class A Properties) and 2 (Class C Properties) of RFP (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A as outlined for Class A Properties and Class C Properties. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one year from the date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a “foreign terrorist organization” as defined in § 2252.151 of the Texas Government Code.
24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller’s Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper
Attn: Jay Carter, Purchasing Manager
P.O. Box 307
Prosper, TX 75078
jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

V&A Landscape and Lawn
Attn: Vincenzo Pascale
8287 Falcon Ct.
Prosper, TX 75078
valandscapeandlawn@gmail.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

V&A LANDSCAPE AND LAWN

By: _____
Vincenzo Pascale

Date: _____

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares
Town Manager

Date: _____

Town of Prosper
RFP No. 2024-06-A
Town of Prosper Various Locations Landscape Services

I. Introduction

The Town of Prosper is soliciting proposals for landscape maintenance and mowing of various locations, including parkland, Police Department, three Fire Department locations, and medians, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper, as determined by the evaluation criteria as stated herein.

The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors. The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, due to budget contingencies, cycle frequencies may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor(s) will be required to execute a service contract. A sample contract is available for download through lonwave.

The questions deadline is February 13, 2024, at 12:00PM. The RFP is due on February 20, 2024, by 2:00PM and must be submitted through lonwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 284 839 754 261
Passcode: d6FcXh

II. Site Visits

A. Site Visit

A pre-proposal site visit will not be conducted. However, each vendor is strongly encouraged to tour the service locations in order to gain a clear understanding of the service locations and the associated scope of work.

Prior to the award of a contract, a mandatory site visit will be conducted with the recommended vendor to ensure a clear understanding of the scope of services and service locations.

III. Scope of Services

The successful vendor(s) shall perform all services in accordance with the following conditions:

A. Parkland and Medians

1. Mow all turf areas as follows:

- a. No parkland turf shall be cut below three (3) inches in height, without prior written approval from the Town Parks & Recreation staff.
- b. Fertilizer, herbicides, and pesticides will not be applied to the median/right-of-way mowing area.
- c. All turf areas mowed weekly (unless otherwise indicated), at recommended heights, during the growing season. See Class A Properties price sheet.
- d. Mowing boundaries of parkland will be determined as indicated on each location map.
- e. Grass clippings shall be blown from all concrete and asphalt surfaces and shall not remain onsite after mowing in visible piles/rows.
- f. Removal of all litter and debris from the entire property and hauling such litter and debris away.
 - 1) All litter and debris must be removed from turf prior to mowing.
 - 2) Areas serviced will have a finished appearance with drives, parking areas, walks, and curb areas appearing to have been swept. The successful vendor(s) shall not simply blow litter, leaves, clippings, etc. into the streets or other property.

2. Edging

Edging all turf along walks, curbs, plant beds, signs and other obstacles as follows:

- a. Turf edged and trimmed each time turf is mowed.
- b. All edging will be with a fixed blade edger that leaves a sharp edge (not a monofilament trimmer).

3. Monofilament Trimming

- a. To be performed with each mowing.
- b. To be used only around fences, buildings, tree wells, and posts. Do not directly use around the trunks of trees.

B. Fire Department Locations and Police Department

The Fire Department and Police have the following requirements:

1. Turf Maintenance

- a. All turf areas will be mowed, edged, trimmed and blown one (1) time per week during the growing season, and as needed during the non-growing season, with

approval from the Town contact.

- b. All major turf areas will be mowed with commercial walk-behind and riding mowers.
- c. In areas where heavier equipment could potentially damage the turf, line trimmers or push mowers will be operated.
- d. Any weeds in the flowerbeds, mulched areas, and turf shall be pulled as needed. Town will be responsible for applying preemergent as necessary.

2. Edging

- a. All edges of walks and curbs will be edged weekly with a gas-powered steel blade.

3. Tree and Shrub Maintenance

- a. Should any damage occur, at no fault of the vendor, a quote will be provided to the appropriate department representative for the replacement of the damaged items. The Town has the right to accept or decline such a quote in the best interest of the Town.

4. Irrigation

- a. The vendor shall report any visual problems with the irrigation system to the appropriate department representative for corrective action.

5. Litter and Debris Removal

- a. All litter and debris shall be removed from all turf and bed areas per visit.

B. Other Conditions

- 1. Unless otherwise instructed, the successful vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four-hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, between the hours of 7am-7pm, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
- 2. The successful vendor(s) will be required to send a facsimile or e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
- 3. The successful vendor(s) shall set mowing equipment to the height indicated in each section above, unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
- 4. The successful vendor(s) shall be responsible for any damage done to plant material or

other property during the maintenance operation. The successful vendor(s) shall be responsible for replacement of all trees, shrubs, ground covers, plant bed areas, and irrigation equipment destroyed by the successful vendor(s), employees or agents of the successful vendor(s) during maintenance operations, including labor costs associated with the repair(s). Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful vendor(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful vendor(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.

5. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
6. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Town department representative, and proper posting in the area where the chemicals are used.
7. The successful vendor(s) shall comply with all applicable governmental laws and regulations.
8. The Town shall not be liable for any loss or damage sustained by the successful vendor(s). The successful vendor(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful vendor(s) shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
9. The successful vendor(s) shall fill out invoice forms for monthly payments.
10. The successful vendor(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
11. Unit prices are to reflect the charges for mowing and associated tasks at each location.
12. A proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this proposal document.
13. The successful vendor(s) shall exercise extreme caution while working on medians, roadsides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
14. The successful vendor(s) will be responsible for any damage to the irrigation system due to negligence on the part of the vendor or the vendor's representative. Any damage to an irrigation system is to be reported immediately to the appropriate Town representative.

15. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
16. The service will be monitored by the Town of Prosper Park and Recreation staff for all park ground maintenance and medians, roadsides, and rights-of-way. Contact information will be provided to the successful vendor(s).
17. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the vendor can adequately perform the necessary work. All equipment the vendor anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment B). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
 - a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a proposal.
 - b. All mowers will be finish mowers.
 - c. No tractor drawn mowers will be allowed, unless approved by Parks and Recreation staff.
 - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
 - e. The contractor is responsible for performing scheduled maintenance on all equipment used as part of the contract. As part of his proposal the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the proposal.
18. It is mandatory that a review of the contracted area be conducted prior to award of contract. The review shall be attended by the recommended vendor(s) and the Town department representative.
19. Ozone Alert Days: On ozone alert days, vendor(s) is required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
 - a. The first offense will result in a verbal warning.
 - b. The second offense will result in a written warning.
 - c. The third offense will result in contract termination.

20. After abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
21. Hazardous Conditions
 - a. The successful vendor(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful vendor(s).
22. Concurrent Contracts
 - a. In the event that any one vendor shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
23. Supervision of Work Crew
 - a. The successful vendor(s) shall provide supervision of all work crews at all times while performing work under this contract.
 - b. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the successful vendor(s) at all times.
 - c. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
 - d. The successful vendor(s) shall provide the Town department representative with the name and phone number of a designated contact person available during normal business hours.
24. Safety Program
 - a. The vendor(s) should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.

IV. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any

areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.

- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of the entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.
- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Chemical Trimming shall refer to the use of a herbicide (such as roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Approval for the application of herbicides must be obtained in writing from the area Inspector prior to herbicide application.
- I. Herbicide application must be in compliance with the State of Texas Structural Pest Control Board Law and Regulations of the Texas Department of Agriculture. The successful bidder or his/her representative must have a copy of their pesticide license on file with the Town of Prosper. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.** A copy of the bidder's herbicide application license is required to be provided with a bid response, if herbicides are planned to be used by the bidder.
- J. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.

V. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

VI. Questions Deadline

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Jay Carter, Purchasing Manager, at jcarter@prospertx.gov by **12:00 p.m. on Tuesday, April 2, 2024**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

VII. Submittals

In order for your proposals to be considered responsive, the following information should be submitted with your proposal, in the following order:

A. Pricing Worksheets (Attachment A)

1. Class "A" Properties
2. Class "C" Properties
3. Optional Properties/Services
4. Alternate Services

B. Machinery and Equipment Worksheet (Attachment B)

1. List the type of equipment to be utilized to service the contract, including the age of equipment.
2. Provide details of established Preventative Equipment Maintenance Program

C. Vendor Information Worksheet (Attachment C)

D. Work History and References

Provide a minimum of three (3) current references for the same or similar service as described in this proposal document, preferably for a municipality. Please provide the following information for each reference provided on the References Worksheet (Attachment D):

1. Company Name
2. Contact Person
3. Company Address
4. Contact Phone Number
5. Contact Fax Number
6. Effective Dates
7. Description of Services

E. Additional Information

Include any additional information that you feel will assist the Town in the selection process.

F. Additional Forms

1. Proof of Insurance
2. Certification Form

VIII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposals. The sole objective of the review committee will be to select the proposal that provides the best value to the Town of Prosper.

The contract will be awarded based on the following evaluation criteria:

- A. Cost as evidenced in VII. Submittals, Section A. (30%)
- B. Equipment as evidenced in VII. Submittals, Section B. (15%)
- C. Staffing as evidence in VII. Submittals, Section C. (20%)
- D. Work History and References as evidenced in VII. Submittals, Section D. (20%)
- E. Ability to meet the Town's needs, as evidenced in VII. Submittals, all sections (15%)

Attachment A Pricing Worksheet

Class "A" Properties

1. Frontier Park

Service once per week, beginning in March through October

- Outside of baseball common area
- Outside of Southwest Corner Fields (all areas outside field lights-light poles included)
- Outside of soccer common area (all areas outside field lights-light poles included)
- Area inside baseball common area - not baseball fields/scalp areas
- West creek line to water's edge
- Sports Complex with synthetic turf fields
- No fields

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

2. Prosper Trail Medians

Service once per week, beginning in March through October

- DNT to Woodview Dr

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

3. Whispering Farms Trails

Service once per week, beginning in March through October

- Phase One
- Coit Rd. Side
- Outside wrought-iron fence from Daycare to East perimeter along Prosper Trail

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

4. Town Lake at Greenspoint

Service once per week, beginning in March through October

- Around lake and dock
- South to First St
- Property line extends South from retention wall to First St.

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

5. Coleman Medians-Gates II

Service once per week, beginning in March through October

- Lover's Lane South to Commerce St.
- Must be push mowed and maintained at 2"

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

6. **Marketplace Dr. Medians**
Service once per week, beginning in March through October
- Coleman to US-380
- A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____
7. **Lovers Lane Medians**
Service once per week, beginning in March through October
- Gates of Prosper
 - Between US 380 and Gateway
 - Must be push mowed and maintained at 2"
- A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____
8. **Richland Blvd. Medians**
Service once per week, beginning in March through October
- Gates of Prosper
 - Between Lovers Lane to Gateway
 - Between Preston Road to Coleman must be push mowed and maintained at 2"
- A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____
9. **Preston Road Medians**
Service once per week, beginning in March through October
- Between US 380 and Frontier Parkway
Including entrance and exit ramps
- A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____
10. **Richland Dr Medians (off LaCima Blvd)**
Service once per week, beginning in March through October
- Between La Cima East to street end.
- A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____
11. **LaCima Blvd Medians**
Service once per week, beginning in March through October
- Between First Street and US 380
- A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____
12. **Legacy Medians**
Service once per week, beginning in March through October
- Between 380 and Scarlett Dr

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

13. First St/Fishtrap Medians
Service once per week, beginning in March through October

- Between Gee Rd. East to Village Park Dr

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

14. Gee Rd. Medians
Service once per week, beginning in March through October

- Between US-380 and First St/Fishtrap

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

15. Coleman Medians
Service once per week, beginning in March through October

- Between Talon East to Preston Rd.

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

16. Fire Station #1 (Central Fire)
911 Safety Way
Prosper, TX
Service once per week, beginning in March through October

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

17. Fire Station #2
1140 South Teel Parkway
Prosper, TX
Service once per week, beginning in March through October

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

18. Fire Station #3
1500 First St.
Prosper, TX
Service once per week, beginning in March through October

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

19. Police Station
801 Safety Way
Prosper, TX
Service once per week, beginning in March through October

A) Base Maintenance cost per week: \$_____ x 36 = Annual Cost: \$_____

GRAND TOTAL CLASS "A" PROPERTIES

\$_____ Annual Cost

Labor for additional miscellaneous landscaping services

Unit Price \$_____ per hour

In the event that the Town of Prosper should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional Class "A" properties for the services.:

Unit Price \$_____ per acre

**Attachment A
Pricing Worksheet**

Class "C" Properties

1. **Town Lake at Whispering Farms**
Service bi-weekly, beginning in March through October

- Refer to map
- Mow to water's edge

A) Base Maintenance cost per week: \$_____ x 18 = Annual Cost: \$_____

2. **Chapel Hill Hike and Bike**
Service bi-weekly, beginning in March through October

- Refer to map

A) Base Maintenance cost per week: \$_____ x 18 = Annual Cost: \$_____

GRAND TOTAL CLASS "C" PROPERTIES **\$_____ Annual Cost**

Labor for additional miscellaneous landscaping services Unit Price \$_____ per hour

In the event that the Town of Prosper should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional Class "C" properties for the services.:

Unit Price \$_____ per acre

Attachment A Pricing Worksheet

Optional Properties/Services

1. **Fire Station 1, 2, and 3 Landscape Beds**
Service once per year, spring cutting of all grasses in beds
 - A) Cost per year: \$ _____
2. **Police Department Landscape Beds**
Service once per year, spring cutting of all grasses in beds
 - A) Cost per service: \$ _____
3. **Hourly labor rate for other services (e.g. tree trimming, irrigation repairs, chemical application, etc.), if required.**
 - A) Hourly labor rate for tree trimming: \$ _____
 - B) Hourly labor rate irrigation repairs: \$ _____
 - C) Hourly labor rate for misc. services: \$ _____
4. **Frontier Park Baseball Complexes**
Service once per week, beginning in March through October
 - Push Mow and Bag weekly
 - Area inside baseball common area - not baseball fields/scalp areas
 - A) Base Maintenance cost per week: \$ _____ x 36 = Annual Cost: \$ _____
 - B) Scalping per Section III. A. 4. once per year: \$ _____
5. **Prosper Trail Medians and First St and Coit and Coleman**
Service once per week, beginning in March through October
Alternate pricing for push mowing turf grass
 - A) Base Maintenance cost per week: \$ _____ x 36 = Annual Cost: \$ _____

Attachment C

Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time _____

Number of employees: Part time: _____

Length of time in business: _____

Physical location of business (full address, including city, state & zip code):

VENDOR CONTACTS

The successful vendor must provide, to a designated Parks and Recreation Representative, a valid telephone number and the name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Park Services Representative. Failure to provide this information may be considered a reason to terminate the contract.

Company Representative: _____

Company Telephone Number (including are code): _____

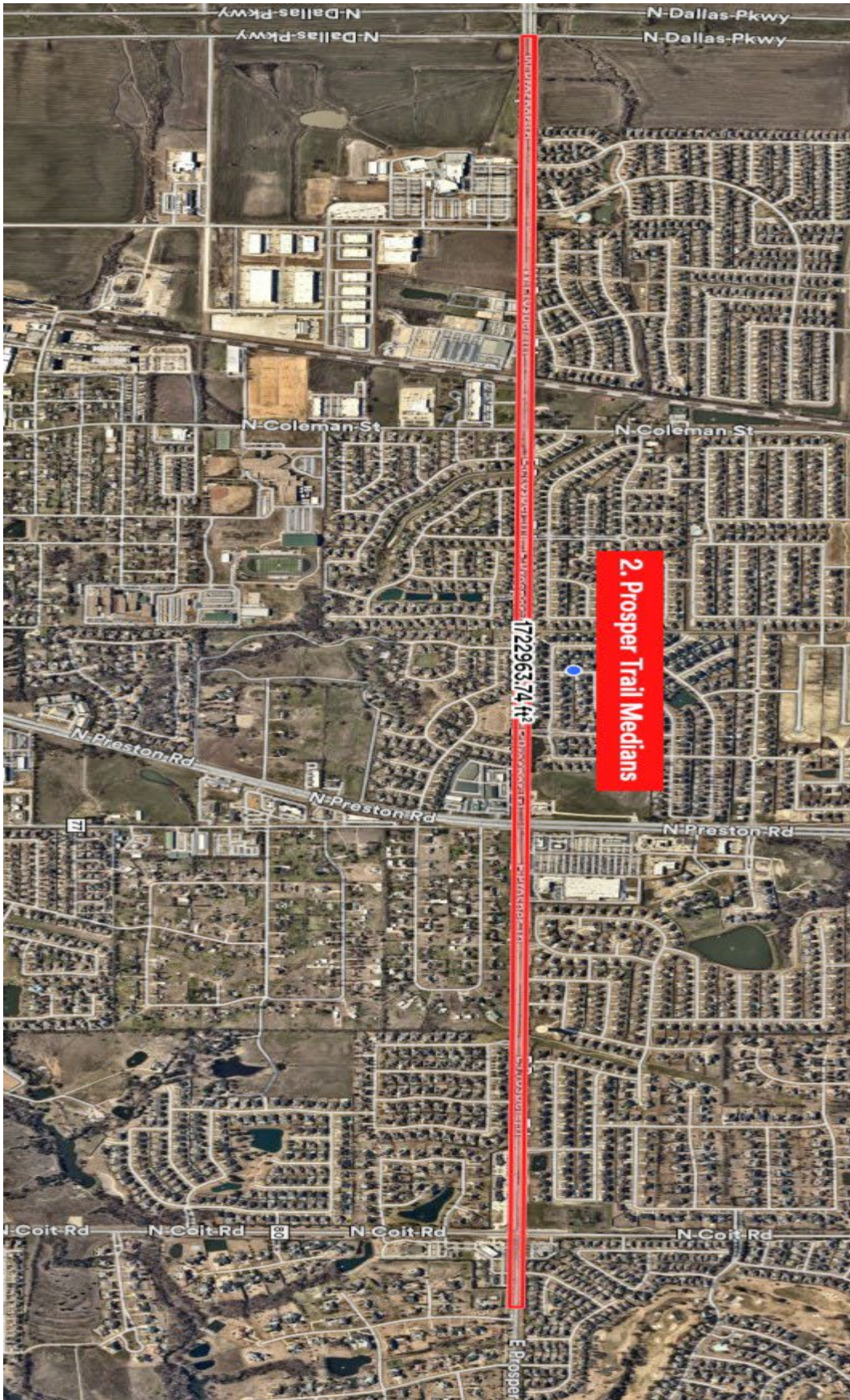
Emergency Telephone Number (including are code): _____

EXHIBITS – MAPS

(also attached in lonwave)





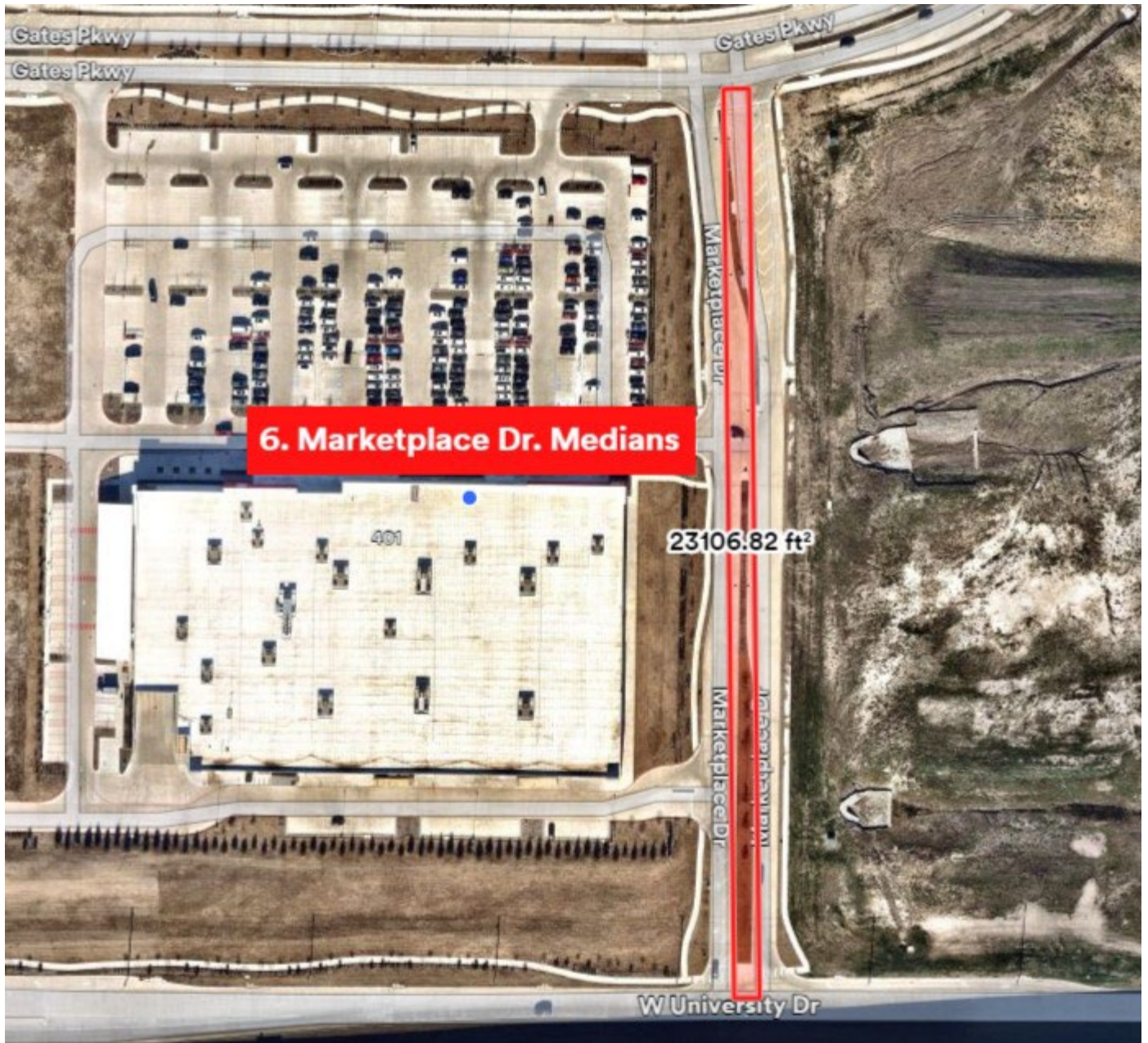








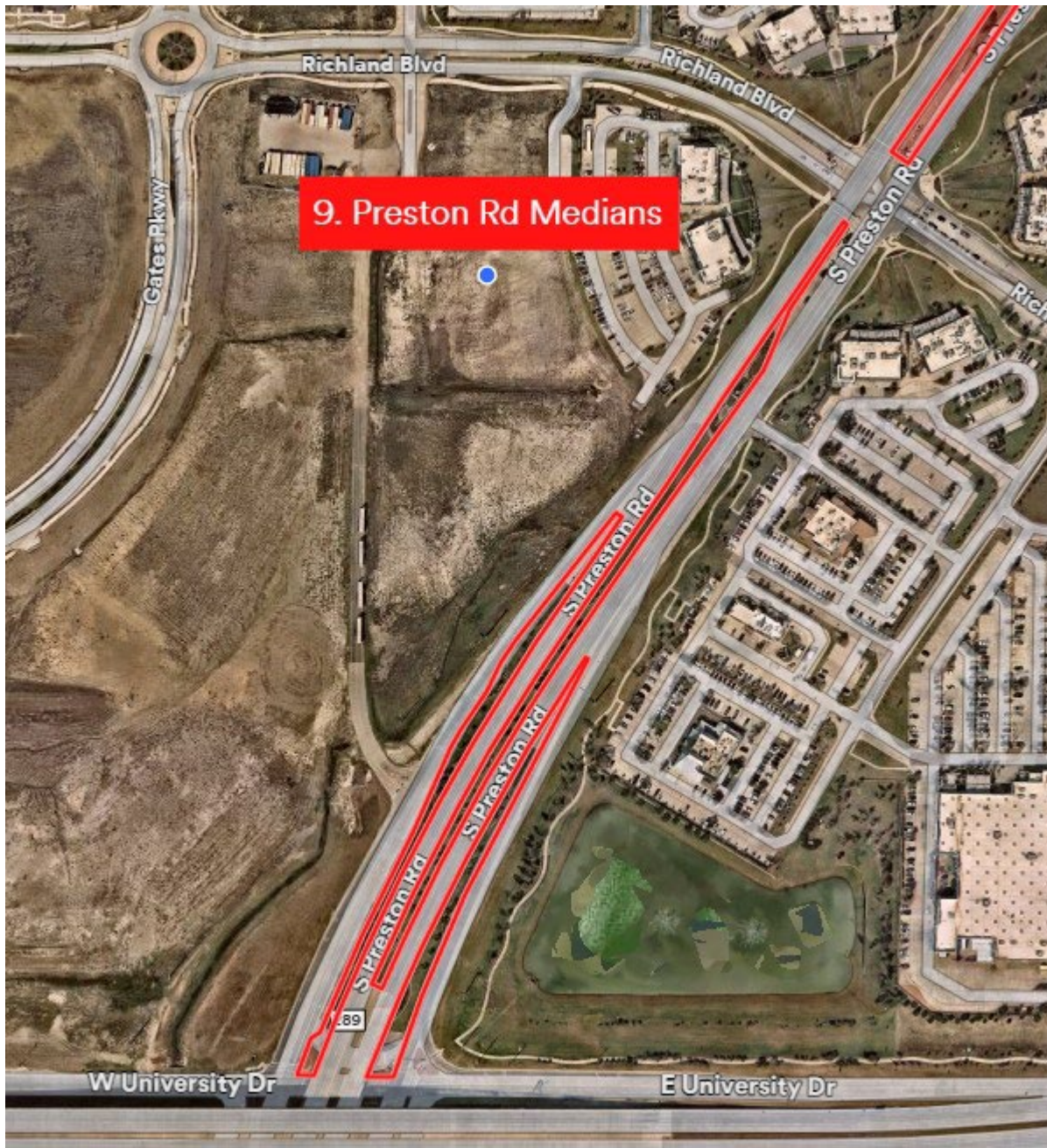




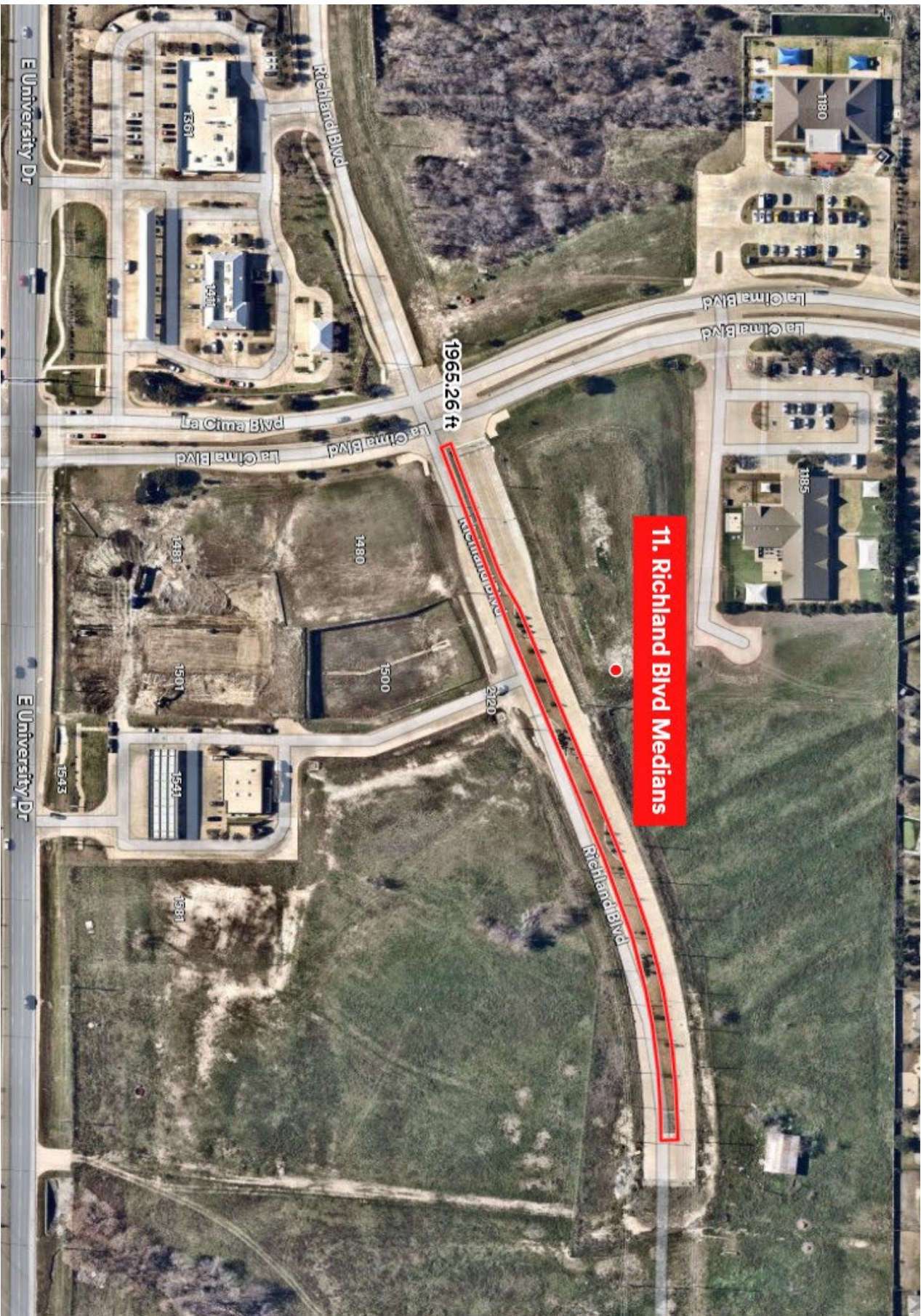








9. Preston Rd Medians

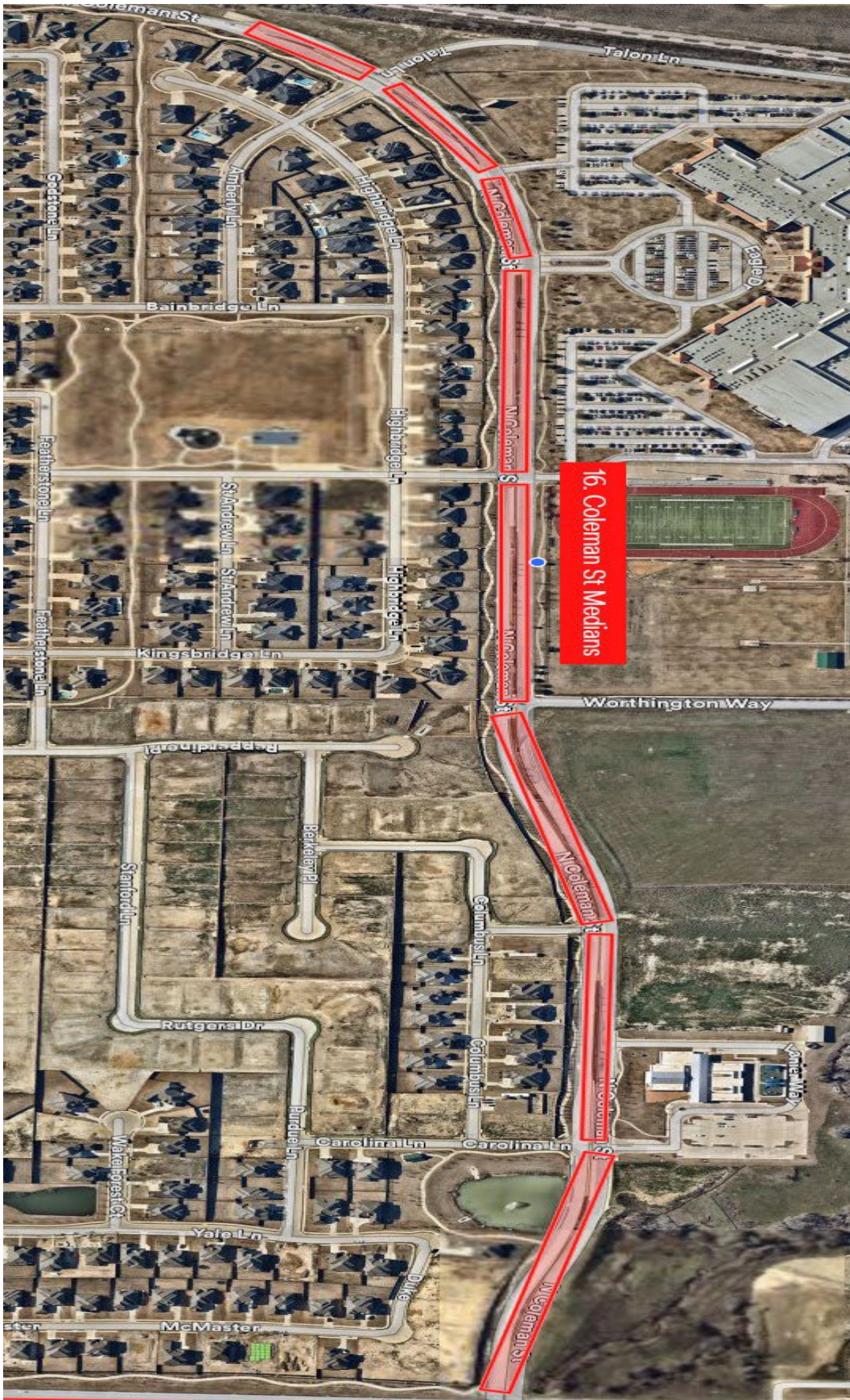


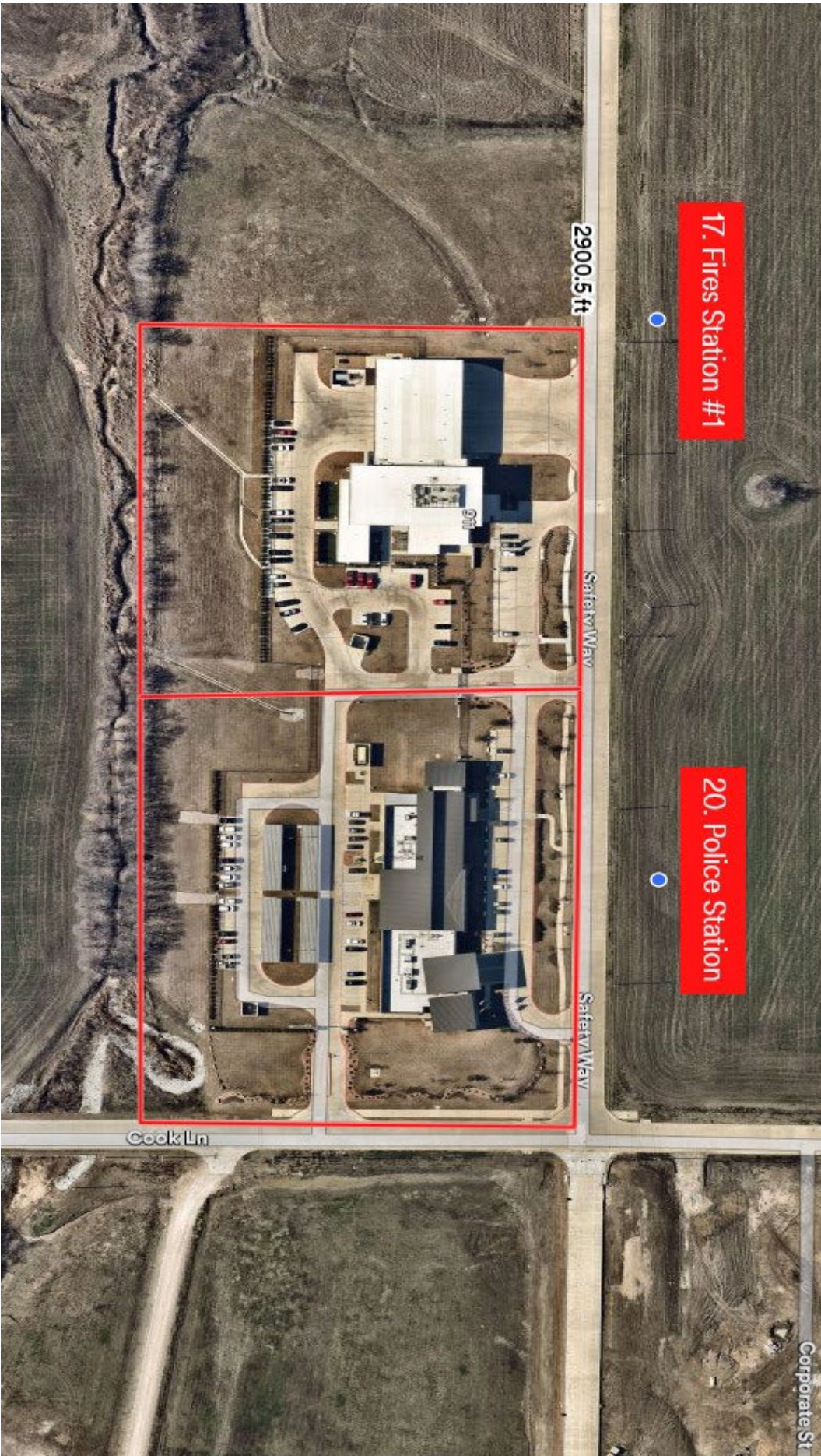


















2024-06-A Addendum 1

V&A Landscape and Lawn

Supplier Response

Event Information

Number: 2024-06-A Addendum 1
Title: Various Locations Landscape Services
Type: Request for Proposals
Issue Date: 3/24/2024
Deadline: 4/9/2024 02:00 PM (CT)
Notes: The Town of Prosper is soliciting proposals for landscape maintenance and mowing of various locations, including parkland, Police Department, three Fire Department locations, and medians, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper, as determined by the evaluation criteria as stated herein.

The Town reserves the right to award any or all line items, in whole or in part, to one or more vendors. The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, due to budget contingencies, cycle frequencies may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor(s) will be required to execute a service contract. A sample contract is available for download through lonwave.

The questions deadline is February 13, 2024, at 12:00PM. The RFP is

due on February 20, 2024, by 2:00PM and must be submitted through
lonwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 284 839 754 261
Passcode: d6FcXh

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

V&A Landscape and Lawn Information

Address: 8287 Falcon Ct
Prosper, TX 75078
Phone: (214) 675-6103
Toll Free: (214) 675-6103
Email: valandscapeandlawn@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Vincenzo Pascale

Signature

Submitted at 4/8/2024 07:07:11 PM (CT)

valandscapeandlawn@gmail.com

Email

Supplier Note

V&A has enjoyed working alongside the Town of Prosper over the past years. It is always a privilege to serve the Town that we have called home for the past 29 years. Thank you for the opportunity to give back to our community. Vincent Pascale

Requested Attachments

CIQ-2021 (Conflict of Interest Form)

Scan0991.pdf

CIQ Form

RFP Submission

Scan0992.pdf

RFP submission with all documents in one file

Bid Attributes

1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

☒ I Agree

2 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

☒ I Agree

3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

☒ I Agree

4	Addendum No. 2 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
5	Addendum No. 3 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
6	Addendum No. 4 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 4 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
7	Addendum No. 5 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 5 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree

Bid Lines

1	Package Header Class A Properties Quantity: <u> 1 </u> UOM: <u> EA </u> Total: \$335,640.00 Package Items 1.1 Frontier Park - Service once per week beginning March through October. Service areas our outside of baseball common area, outside of SW Corner Fields, outside of soccer common area, area inside baseball common area, west creek line to waters edge, sports complex with synthetic turf fields, no fields Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: \$1,690.00 Total: \$60,840.00 1.2 Prosper Trail Medians - Service once per week beginning March through October, DNT to Woodview Dr Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: \$970.00 Total: \$34,920.00 1.3 Whispering Farms Trails - Service once per week beginning March through October, Coit Road side, Ouside wrought-iron fence from Daycare to East perimeter along Prosper Trail Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: \$590.00 Total: \$21,240.00 1.4 Town Lake at Greenspoint - Service once per week beginning March through October, Around lake and dock, South to First Street, Property line extends South from rentention wall to First Street Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: \$280.00 Total: \$10,080.00 1.5 Coleman Medians -Gates II - Service once per week beginning March through October, Loever's Lane South to Commerce Street, Must be push mowed and maintained at 2-inches Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: \$300.00 Total: \$10,800.00 1.6 Marketplace Drive Medians - Service once per week beginning March through October. Coleman to US380 Quantity: <u> 36 </u> UOM: <u> Week </u> Unit Price: \$150.00 Total: \$5,400.00
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1.7 Lover's Lane Medians - Service once per week beginning March through October. Gates of Prosper, between US 380 and Gateway, must be push mowed and maintained at 2-inches

Quantity: 36 UOM: Week Unit Price: \$650.00 Total: \$23,400.00

1.8 Richland Blvd Medians - Service once per week beginning March through October. Gates of Prosper, between Lovers Lane to Gateway, between Preston Rd to Coleman and must be push mowed and maintained at 2-inches"

Quantity: 36 UOM: Week Unit Price: \$250.00 Total: \$9,000.00

1.9 Preston Road Medians - Service once per week beginning March through October. Between US 380 and Frontier Pkwy including entrance and exit ramps

Quantity: 36 UOM: Week Unit Price: \$1,085.00 Total: \$39,060.00

1.10 Richland Dr Medians (off LaCima Blvd) - Service once per week beginning March through October. Between La Cima East to street end

Quantity: 36 UOM: Week Unit Price: \$200.00 Total: \$7,200.00

1.11 LaCima Blvd Medians - Service once per week beginning March through October. Between First Street and US 380

Quantity: 36 UOM: Week Unit Price: \$475.00 Total: \$17,100.00

1.12 Legacy Medians - Service once per week beginning March through October. Between US 380 and Scarlett Dr

Quantity: 36 UOM: Week Unit Price: \$375.00 Total: \$13,500.00

1.13 First Street/Fishtrap Medians - Service once per week beginning March through October. Between Gee Rd East to Village Park Dr

Quantity: 36 UOM: Week Unit Price: \$560.00 Total: \$20,160.00

1.14 Gee Rd Medians - Service once per week beginning March through October. Between US 380 and First Street/Fishtrap

Quantity: 36 UOM: Week Unit Price: \$450.00 Total: \$16,200.00

1.15 Coleman Medians - Service once per week beginning March through October. Between Talon East to Preston Road

Quantity: 36 UOM: Week Unit Price: \$380.00 Total: \$13,680.00

1.16 Fire Station #1 (Central Fire) - Service once per week beginning March through October

Quantity: 36 UOM: Week Unit Price: \$175.00 Total: \$6,300.00

1.17 Fire Station #2 - Service once per week beginning March through October

Quantity: 36 UOM: Week Unit Price: \$175.00 Total: \$6,300.00

1.18 Fire Station #3 - Service once per week beginning March through October

Quantity: 36 UOM: Week Unit Price: \$280.00 Total: \$10,080.00

1.19 Police Station - Service once per week beginning March through October

Quantity: 36 UOM: Week Unit Price: \$280.00 Total: \$10,080.00

1.20 Hourly cost for additional landscaping services

Quantity: 1 UOM: HR Unit Price: \$150.00 Total: \$150.00

1.21 Additional cost per acre for additional properties if needed

Quantity: 1 UOM: Acre Unit Price: \$150.00 Total: \$150.00

2 Package Header

Class C PropertiesQuantity: 1 UOM: EA Total: \$20,460.00**Package Items****2.1** Town Lake at Whispering Farms - Service every two weeks beginning March through October. Please refer to map. Mow to water's edgeQuantity: 18 UOM: Week Unit Price: \$755.00 Total: \$13,590.00**2.2** Chapel Hill Hike and Bike - Service every two weeks beginning March through October. Please refer to mapQuantity: 18 UOM: Week Unit Price: \$365.00 Total: \$6,570.00**2.3** Hourly labor cost for additional landscaping servicesQuantity: 1 UOM: HR Unit Price: \$150.00 Total: \$150.00**2.4** Additional cost per acre for additional properties if neededQuantity: 1 UOM: Acre Unit Price: \$150.00 Total: \$150.00**3 Package Header**

Optional Properties and Services

Quantity: 1 UOM: EA Total: \$143,870.00**Package Items****3.1** Fire Station 1, 2, and 3 Landscape Beds - Service once per year, spring cutting of all grasses in bedsQuantity: 1 UOM: Lot Unit Price: \$1,500.00 Total: \$1,500.00**3.2** Police Department Landscape Beds - Service once pe year, spring cutting of all grasses in bedsQuantity: 1 UOM: Lot Unit Price: \$500.00 Total: \$500.00**3.3** Hourly labor rate for tree trimmingQuantity: 1 UOM: HR Unit Price: \$150.00 Total: \$150.00**3.4** Hourly rate for irrigation repairsQuantity: 1 UOM: HR Unit Price: \$150.00 Total: \$150.00**3.5** Hourly rate for misc. servicesQuantity: 1 UOM: HR Unit Price: \$150.00 Total: \$150.00**3.6** Frontier Park Baseball Complexes - Service once per week beginning March through October. Push mow and bag weekly, area inside baseball common area - not baseball fields or scalp areasQuantity: 36 UOM: Week Unit Price: \$600.00 Total: \$21,600.00**3.7** Frontier Park Baseball Complexes - Scalping per Section III. 4. once per yearQuantity: 1 UOM: EA Unit Price: \$3,000.00 Total: \$3,000.00**3.8** Prosper Trail Medians and First St and Coit and Coleman Service once per week, beginning in March through October - Alternate pricing for push mowing turf grassQuantity: 36 UOM: Week Unit Price: \$3,245.00 Total: \$116,820.00**Response Total: \$499,970.00**