

**TOWN OF PROSPER
CONTRACT FOR SERVICES
RFP NO. 2023-30-A US HWY 380 MEDIAN MOWING AND MAINTENANCE**

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: US Hwy 380 Median Mowing and Maintenance (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. 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 (1) year from 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 B.
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. **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.
24. **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.
25. **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

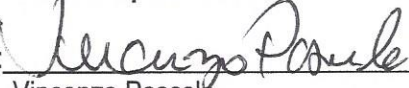
Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

26. **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.

- 27. **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.
- 28. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
- 29. **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: Sep-5-23

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares
Town Manager

Date: _____



2023-30-A

US Hwy 380 Median Mowing and Maintenance

Issue Date: 7/23/2023

Questions Deadline: 8/1/2023 12:00 PM (CT)

Response Deadline: 8/8/2023 02:00 PM (CT)

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

Event Information

Number: 2023-30-A
Title: US Hwy 380 Median Mowing and Maintenance
Type: Request for Proposals
Issue Date: 7/23/2023
Question Deadline: 8/1/2023 12:00 PM (CT)
Response Deadline: 8/8/2023 02:00 PM (CT)
Notes:

The Town of Prosper is soliciting proposals for the maintenance of medians located on US Hwy 380, within the Town of Prosper and the City of Frisco, 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, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Frisco. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted 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 will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is August 1, 2023, at 12:00PM. The RFP is due on August 8, 2023, by 2:00PM and must be submitted through Ionwave.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 254 228 781 421
Passcode: Kj82XZ

Ship To Information

Contact: Jay Carter, Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor

250 W. First St.
P.O. Box 307
Prosper, TX 75078

Phone: (972) 569-1018
Email: jcarter@prospertx.gov

250 W. First St.
P.O. Box 307
Prosper, TX 75078

Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Attachments

2023-30-A 380 Mowing and Maintenance RFP.pdf

2023-30-A 380 Mowing and Maintenance RFP

[Download](#)

CIQ-2021.pdf

Conflict of Interest Questionnaire

[Download](#)

Standard Contract for Services Version 05-25-2022.docx

Standard Contract for Services Version

[Download](#)

Exhibit B - Insurance Requirements for General Services R7-25-19.pdf

Exhibit B - Insurance Requirements for General Services

[Download](#)

Standard Terms and Conditions for Procurements V 4-24-20.pdf

Standard Terms and Conditions for Procurements

[Download](#)

References Worksheet - fillable.pdf

References Worksheet - fillable

[Download](#)

Machinery and Equipment List Worksheet.pdf

Machinery and Equipment List Worksheet

[Download](#)

Vendor Information Form.pdf

Vendor Information Form

[Download](#)

Requested Attachments

CIQ-2021 (Conflict of Interest Form)

(Attachment required)

CIQ-2021 (Conflict of Interest Form)

Bid Attributes

1 Terms and Conditions Acknowledgement

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

I Agree

(Required: Check if applicable)

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
(Required: Check if applicable)

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
(Optional: Check if applicable)

4 Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

I Agree
(Optional: Check if applicable)

5 Addendum No. 3

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

I Agree
(Optional: Check if applicable)

Bid Lines

1 Turf Maintenance Service

Quantity: 24 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

2 Litter and Debris removal for all non-mowing days (52 weeks x 3 times per week=156-31 mowing days = 125)

Quantity: 125 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

3 Trim Shrubs and Groundcover price per service

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4 Apply 2 pre-emergent treatments

Quantity: 2 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

5 Apply 2 post-emergent treatments

Quantity: 2 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

6 Maintain 3-inches of mulch in all beds once per year

Quantity: 1 UOM: YR Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

7 Price per hour for Main Line Leak - Irrigation

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

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

8 Price per hour for Lateral Line Leak - Irrigation

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

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

9 Price per hour for Broken Sprinkler Head - Irrigation

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

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

10 Price per hour for Wire Break and/or Locate - Irrigation

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

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

11 All Stations Monthly Check

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

12 Percentage of markup over cost for supplies and parts used for irrigation repair

Quantity: 1 UOM: Percentage Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

Item Attributes

1. Percentage Markup Over Cost for Irrigation Parts and Supplies

Percentage Markup Over Cost for Irrigation Parts and Supplies

%

(Required)

1
3 Once per year tree well mulch for 97 trees

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

1
4 Once per year for bed areas - mulch for 27 beds

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

1
5 Tree Replacement - Labor Only per hour (Town will provide trees)

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

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

1
6 Replacement of landscape plants in beds - per hour labor cost only (Town will provide plants)

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

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature

Town of Prosper
Request for Proposal No. 2023-30-A
US Hwy 380 Median Mowing and Maintenance

I. Introduction

The Town of Prosper is soliciting proposals for the maintenance of medians located on US Hwy 380, within the Town of Prosper and the City of Frisco, 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, as determined by the evaluation criteria as stated herein.

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The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted 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 will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is August 1, 2023, at 12:00PM. The RFP is due on August 8, 2023, by 2:00PM and must be submitted through Ionwave.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 254 228 781 421
Passcode: Kj82XZ

II. Scope of Services

The successful vendor shall perform all services in accordance with the following conditions, at the locations outlined in Exhibit A:

A. Turf Maintenance

1. All turf areas will be mowed, edged, trimmed and blown for each scheduled cycle during the growing season, and as needed during the non-growing season.
2. All major turf areas will be mowed with commercial walk-behind and riding mowers.
3. In areas where heavier equipment could potentially damage the turf, line trimmers will be operated.
4. Pre-emergent will be applied once in the Fall and once in the Spring. Post-emergent will

be applied 3 to 4 times throughout the growing season.

B. Edging

1. All edging of curbs will be performed with a gas-powered steel blade, for each scheduled cycle during the growing season, and as needed during the non-growing season.

C. Trash and Debris Removal

1. All trash and debris, regardless of size, quantity, or type, shall be removed from all turf and bed areas, in conjunction with each scheduled turf maintenance cycle during the growing season, and as needed during the non-growing season. Trash is to be removed prior to mowing.

D. Beds

1. Beds should be de-weeded, shrubbery/bushes trimmed as needed, ant treatment applied, maintain 3-inches of mulch in all beds, pre-emergent and post-emergent applied when applicable, and trees maintained.

E. Sprinkler Repair

1. The proposer will be responsible for repairing any leaks found by the proposer as soon as possible after getting approval from the Town representative.

F. 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 an e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement. The vendor will be responsible for notifying Town personnel when they are onsite. Failure to follow this will result in a no payment for that week.
3. The successful vendor(s) shall set mowing equipment to a height no less than 2 ½" 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. If the mowing and/or bed maintenance is unsatisfactory, the Town reserves the right to reduce payment by 50%.
6. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
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 the worksite 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 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.
15. The service will be monitored by the Town of Prosper Park and Recreation staff. Contact information will be provided to the successful vendor(s).

16. 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 for 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.
17. 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.
18. 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.
19. 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.
20. 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).

21. 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.

22. 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.

22. 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.

23. Additional Reporting and Notifications

- a. A chemical record sheet will be provided to the Town once a month showing amounts/rates/types of products used.
- b. A 72-hour notice of chemical application will need to be emailed to all of the contacts for the Town. The Town will need to be onsite to verify application of chemicals.
- c. A call or text to the list of people in the Town responsible for oversight of this contract will be required when the vendor is on site. Failure to comply with this step will result in a no show/no pay for that period.
- d. In the event that a leak is found in the irrigation system in the medians, the vendor must immediately report it to the Town.

III. 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, regardless of size or type, 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. 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.
- I. Monofilament Trimming shall refer to trimming grass around fences, buildings, tree wells and posts. Do not directly use around the trunks of trees.

IV. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit B. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. 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.

V. Questions Deadline

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Stephanie Mays, at purchasing@prospertx.gov or through IonWave by **12:00pm on Tuesday, August 1, 2023**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

VI. Submittals

The preferred method for submissions is through IonWave. Submittals will be due on August 8, 2023, by 2:00PM.

The names of the vendors that have submitted responses to the RFP will be read at 3:00PM. The link below will provide access to the response reading. No pricing will be read as there are other criteria that have to be considered.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 254 228 781 421
Passcode: Kj82XZ

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

- A. Pricing Worksheet (Attachment A)
- 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

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

EXHIBIT A

Mowing and other services start at Custer and 380 and end at Legacy and 380

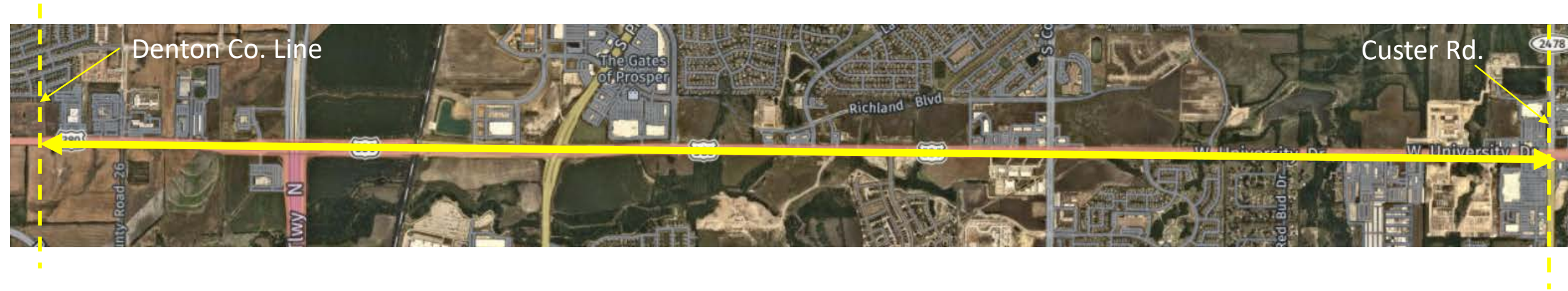


EXHIBIT B

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed

operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Upon award of contract the Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Attachment A Pricing Worksheet

US Hwy 380 Median Maintenance

Base Proposal	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total:
1. Turf Maintenance (Including Trash & Debris Removal)	2*	2*	2	4	4	4	2	2	2	2	2	2*	30

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted 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.

*Trash and debris removal only

Base Proposal

1. Turf Maintenance

All turf areas will be mowed, edged, trimmed and blown one (1) time per cycle during the growing season, per the schedule above. Price per cycle to include litter and debris removal service on same day. If additional cycles are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per cycle rate proposed.

Total Cost for Turf Maintenance: \$ _____ x 24 = **Annual Cost:** \$ _____

2. Trash and Debris Removal

Trash and debris removal service for all non-mowing months, per the schedule above. If additional services are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per service rate proposed.

Total Cost for Trash and Debris removal: \$ _____ x 6 = **Annual Cost:** \$ _____

3. Total Annual Cost (No. 1 + No. 2)

Grand Total Annual Cost: \$ _____

4. **Pricing**

Shrubs and Ground Cover

Shrubs will be shaped and pruned as needed to maintain a manicured appearance while incorporating the best horticulture practices. Flowering shrubs will be trimmed after their blooming cycle. Groundcover shall be trimmed and edged to maintain uniform and manicured appearance.

Unit Price per Service: \$ _____

Pre-Emergent Treatment

Spray pre-emergent to medians, from Custer Road west to the Denton County line, where the new grass medians stop, two times per year after turf has been mowed four times; and spray pre-emergent on all remaining medians two times per year, after first mowing.

Unit Price per Service: \$ _____

Post Emergent Treatment

All 27 landscape beds to be spray/pull any visible weeds once per month March through November. All tree wells to be spray/pull any visible weeds once per month March through November. Spray or pull any visible weeds from cracks in concrete once per month. Turf spray any visible weeds once per month March through November. Ant bait and ant mound treatments once per month March through November.

Unit Price per Service \$ _____

Irrigation Repair

Repair irrigation as needed after notifying and receiving permission from the Town.

Main Line Leak per hour: \$ _____

Lateral Line Leak per hour: \$ _____

Broken Head per hour: \$ _____

All Stations Monthly Check \$ _____

Wire Break and/or locate per hour: \$ _____

Parts – Percentage over cost: _____ %

Landscaping and Trees

Once per year tree well mulch for 97 trees \$ _____

Once per year for bed areas mulch
for 27 beds (SQ FT unknown) \$ _____

Tree replacement-labor only per hour
(Town will provide trees) \$ _____

Replacement of landscape plants in beds
-per hour labor cost only.
Town will provide plants. \$ _____

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 Park Operations Representative, a valid telephone number and name of 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 Operations 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): _____

SUBCONTRACTOR INFORMATION

The Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the Town of Prosper prior to commencement of work.**

Name: _____

Type of Work: _____

Amount: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

Attachment D References

Please provide at least three (3) references for the same or similar services as the Town has specified in the proposal, in the spaces provided below.

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Effective Dates: _____
Description of Services: _____

**Town of Prosper
RFP No. 2023-30-A
US Hwy 380 Median Mowing and Maintenance
Certification Form**

Company Information

The following information must be provided in its entirety for your proposal to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: _____

Addendums

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this 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 proposal, constitutes a contract.

The individual signing this 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.

Authorized Representative:

Signature

Date

Printed Name

Title

Email Address

EXHIBIT A
RFP AS ADVERTISED

Town of Prosper
Request for Proposal No. 2023-30-A
US Hwy 380 Median Mowing and Maintenance

I. Introduction

The Town of Prosper is soliciting proposals for the maintenance of medians located on US Hwy 380, within the Town of Prosper and the City of Frisco, 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, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Frisco. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted 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 will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is August 1, 2023, at 12:00PM. The RFP is due on August 8, 2023, by 2:00PM and must be submitted through Ionwave.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 254 228 781 421
Passcode: Kj82XZ

II. Scope of Services

The successful vendor shall perform all services in accordance with the following conditions, at the locations outlined in Exhibit A:

A. Turf Maintenance

1. All turf areas will be mowed, edged, trimmed and blown for each scheduled cycle during the growing season, and as needed during the non-growing season.
2. All major turf areas will be mowed with commercial walk-behind and riding mowers.
3. In areas where heavier equipment could potentially damage the turf, line trimmers will be operated.
4. Pre-emergent will be applied once in the Fall and once in the Spring. Post-emergent will

EXHIBIT B

be applied 3 to 4 times throughout the growing season.

B. Edging

1. All edging of curbs will be performed with a gas-powered steel blade, for each scheduled cycle during the growing season, and as needed during the non-growing season.

C. Trash and Debris Removal

1. All trash and debris, regardless of size, quantity, or type, shall be removed from all turf and bed areas, in conjunction with each scheduled turf maintenance cycle during the growing season, and as needed during the non-growing season. Trash is to be removed prior to mowing.

D. Beds

1. Beds should be de-weeded, shrubbery/bushes trimmed as needed, ant treatment applied, maintain 3-inches of mulch in all beds, pre-emergent and post-emergent applied when applicable, and trees maintained.

E. Sprinkler Repair

1. The proposer will be responsible for repairing any leaks found by the proposer as soon as possible after getting approval from the Town representative.

F. 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 an e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement. The vendor will be responsible for notifying Town personnel when they are onsite. Failure to follow this will result in a no payment for that week.
3. The successful vendor(s) shall set mowing equipment to a height no less than 2 ½" 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

EXHIBIT B

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. If the mowing and/or bed maintenance is unsatisfactory, the Town reserves the right to reduce payment by 50%.
6. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
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 the worksite 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 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.
15. The service will be monitored by the Town of Prosper Park and Recreation staff. Contact information will be provided to the successful vendor(s).

EXHIBIT B

16. 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 for 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.
17. 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.
18. 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.
19. 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.
20. 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).

21. 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.

22. 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.

22. 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.

23. Additional Reporting and Notifications

- a. A chemical record sheet will be provided to the Town once a month showing amounts/rates/types of products used.
- b. A 72-hour notice of chemical application will need to be emailed to all of the contacts for the Town. The Town will need to be onsite to verify application of chemicals.
- c. A call or text to the list of people in the Town responsible for oversight of this contract will be required when the vendor is on site. Failure to comply with this step will result in a no show/no pay for that period.
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III. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive

EXHIBIT B

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.
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- 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, regardless of size or type, 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.
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- I. Monofilament Trimming shall refer to trimming grass around fences, buildings, tree wells and posts. Do not directly use around the trunks of trees.

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V. Questions Deadline

EXHIBIT B

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Stephanie Mays, at purchasing@prospertx.gov or through IonWave by **12:00pm on Tuesday, August 1, 2023**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

VI. Submittals

The preferred method for submissions is through IonWave. Submittals will be due on August 8, 2023, by 2:00PM.

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 - 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

EXHIBIT B

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

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

EXHIBIT A

Mowing and other services start at Custer and 380 and end at Legacy and 380

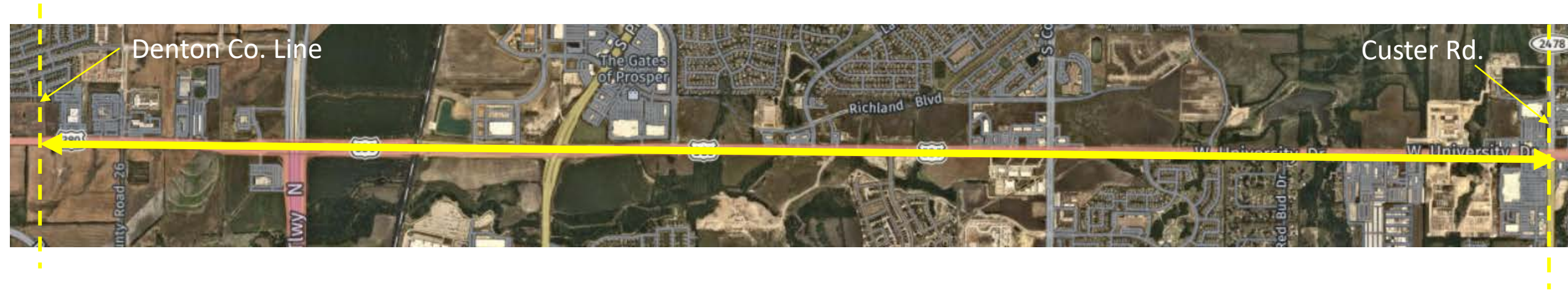


EXHIBIT B

INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence / \$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease - Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed

EXHIBIT B

operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. Workers Compensation and Employer's Liability Coverage:
- The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the Town.
3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

E. ACCEPTABILITY OF INSURERS

The Town prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

F. VERIFICATION OF COVERAGE

Upon award of contract the Vendor shall provide the Town certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

**Attachment A
Pricing Worksheet**

US Hwy 380 Median Maintenance

Base Proposal	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total:
1. Turf Maintenance (Including Trash & Debris Removal)			2	4	4	4	2	2	2	2	2		24

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted 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.

*Trash and debris removal only

Base Proposal

1. **Turf Maintenance**

All turf areas will be mowed, edged, trimmed and blown one (1) time per cycle during the growing season, per the schedule above. Price per cycle to include litter and debris removal service on same day. If additional cycles are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per cycle rate proposed.

Total Cost for Turf Maintenance: \$ 1,950 x 24 = Annual Cost: \$ 46,800

2. **Trash and Debris Removal**

Trash and debris removal service to total 3 times per week including day of mowing. If additional services are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per service rate proposed.

Total Cost for Trash and Debris removal: \$ 75 x 125 = Annual Cost: \$ 9,375

3. **Total Annual Cost (No. 1 + No. 2)**

Grand Total Annual Cost: \$ 56,175

4. **Pricing**

Shrubs and Ground Cover

Shrubs will be shaped and pruned as needed to maintain a manicured appearance while incorporating the best horticulture practices. Flowering shrubs will be trimmed after their blooming cycle. Groundcover shall be trimmed and edged to maintain uniform and manicured appearance.

Unit Price per Service: \$ 2500

Pre-Emergent Treatment

Spray pre-emergent to medians, from Lovers Lane west to the Denton County line, where the new grass medians stop, two times per year after turf has been mowed four times; and spray pre-emergent on all remaining medians two times per year, after first mowing.

Unit Price per Service: \$ 1,500⁰⁰

Post Emergent Treatment

All 27 landscape beds to be spray/pull any visible weeds once per month March through November. All tree wells to be spray/pull any visible weeds once per month March through November. Spray or pull any visible weeds from cracks in concrete once per month. Turf spray any visible weeds once per month March through November. Ant bait and ant mound treatments once per month March through November.

Unit Price per Service \$ 1,500⁰⁰

Irrigation Repair

Repair irrigation as needed after notifying and receiving permission from the Town.

Main Line Leak per hour: \$ 100
 Lateral Line Leak per hour: \$ 100
 Broken Head per hour: \$ 50
 All Stations Monthly Check \$ 500
 Wire Break and/or locate per hour: \$ 125

Parts – Percentage over cost: 18 %

Landscaping and Trees

Once per year tree well mulch for 97 trees \$ 1,500
 Once per year for bed areas mulch
 for 27 beds (SQ FT unknown) \$ 4,500
 Tree replacement-labor only per hour
 (Town will provide trees) \$ 100⁰⁰
 Replacement of landscape plants in beds
 -per hour labor cost only.
 Town will provide plants. \$ 100⁰⁰