

**TOWN OF PROSPER
CONTRACT FOR SERVICES
CSP NO. 2021-44-B**

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: Installation of Plants and Related Materials (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 for Group 1 upon receipt of written authorization from the Town and will complete work within 30 days of such notice. The Contractor agrees to begin work for Groups 2 and 3 upon receipt of written authorization from the Town, not before September 15, 2021, and complete work within 45 days of such notice. Time is of the essence for this Contract and work is to commence in accordance with the schedule.
4. **CONTRACT PERIOD.** The contract will become effective upon date of award of contract. All pricing is to remain firm during the contract period.
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. **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: January Cook, Purchasing Manager
P.O. Box 307
Prosper, TX 75078
jcook@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
Vincenzo Pascale, Owner
8287 Falcon
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
Vincenzo Pascale
Owner

Date: June - 1 - 2021

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson
Town Manager

Date: _____



2021-44-B Addendum 2

Installation of Plants and Related Materials

Issue Date: 4/30/2021

Questions Deadline: 5/10/2021 12:00 PM (CT)

Response Deadline: 5/25/2021 02:00 PM (CT)

Contact Information

Contact: January Cook 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: jcook@prospertx.gov

Event Information

Number: 2021-44-B Addendum 2
 Title: Installation of Plants and Related Materials
 Type: Competitive Sealed Proposal
 Issue Date: 4/30/2021
 Question Deadline: 5/10/2021 12:00 PM (CT)
 Response Deadline: 5/25/2021 02:00 PM (CT)
 Notes:

The Town of Prosper is accepting sealed proposals for installation of plants and related materials in various locations throughout the Town of Prosper, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). Please review the proposal for further details and for instructions for submitting a response.

Ship To Information

Contact: January Cook, 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: jcook@prospertx.gov

Billing Information

Contact: Accounts Payable
 Address: Finance
 Town Hall
 3rd Floor
 250 W. First St.
 P.O. Box 307
 Prosper, TX 75078
 Phone: (972) 569-1017
 Email: ap@prospertx.gov

Bid Activities

Online Public Proposal Opening

5/19/2021 3:00:00 PM (CT)

The public proposal opening will be held online on Wednesday, May 19, 2021 @ 3:00 P.M.

To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/82287996567>

Meeting ID: 822 8799 6567

Dial-in any of these numbers +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

Bid Attachments

CSP No. 2021-44-B Scope of Services.pdf

CSP No. 2021-44-B Scope of Services

[Download](#)

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

Standard Terms and Conditions for Procurements

[Download](#)

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

Insurance Requirements for General Services

[Download](#)

References Worksheet

Conflict of Interest Questionnaire

Requested Attachments

Proposal

(Attachment required)

Please ensure that you provide all required information, including attachments, combined and uploaded as a single document.

Bid Lines

1	<p>Group 1: All-inclusive cost to complete Scope of Work as outlined in the CSP for locations identified in Group 1 of Exhibit A <i>(Response required)</i></p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/></p> <p>Supplier Notes: _____ _____</p> <div style="border: 1px solid gray; padding: 5px; width: fit-content;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div>
2	<p>Group 2: All-inclusive cost to complete Scope of Work as outlined in the CSP for locations identified in Group 2 of Exhibit A <i>(Response required)</i></p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/></p> <p>Supplier Notes: _____ _____</p> <div style="border: 1px solid gray; padding: 5px; width: fit-content;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div>
3	<p>Group 3: All-inclusive cost to complete Scope of Work as outlined in the CSP for locations identified in Group 3 of Exhibit A <i>(Response required)</i></p> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/></p> <p>Supplier Notes: _____ _____</p> <div style="border: 1px solid gray; padding: 5px; width: fit-content;"> <input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div>

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



2021-44-B Addendum 2 V&A Landscape and Lawn Supplier Response

Event Information

Number: 2021-44-B Addendum 2
Title: Installation of Plants and Related Materials
Type: Competitive Sealed Proposal
Issue Date: 4/30/2021
Deadline: 5/25/2021 02:00 PM (CT)
Notes: The Town of Prosper is accepting sealed proposals for installation of plants and related materials in various locations throughout the Town of Prosper, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). Please review the proposal for further details and for instructions for submitting a response.

Contact Information

Contact: January Cook 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: jcook@prospertx.gov

V&A Landscape and Lawn Information

Attachment 1

Address: 8287 falcon
prosper, TX 75078
Phone: (214) 675-6103
Fax: (972) 346-2672
Toll Free: (214) 675-6103

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

Vincenzo Pascale

Signature

Submitted at 5/18/2021 1:29:12 PM

valandscapeandlawn@gmail.com

Email

Supplier Note

Thank you Town of Prosper for allowing V&A Landscape and Lawn the opportunity to serve the community. We want to express our appreciation for this partnership over the last 10 years. It is a privilege! Vincent Pascale

Requested Attachments

Proposal

Scan0567.pdf

Please ensure that you provide all required information, including attachments, combined and uploaded as a single document.

Bid Lines

1	Group 1: All-inclusive cost to complete Scope of Work as outlined in the CSP for locations identified in Group 1 of Exhibit A	Quantity: <u>1</u>	UOM: <u>LS</u>	Unit Price: <input type="text" value="\$32,085.00"/>	Total: <input type="text" value="\$32,085.00"/>
2	Group 2: All-inclusive cost to complete Scope of Work as outlined in the CSP for locations identified in Group 2 of Exhibit A	Quantity: <u>1</u>	UOM: <u>LS</u>	Unit Price: <input type="text" value="\$25,884.00"/>	Total: <input type="text" value="\$25,884.00"/>
3	Group 3: All-inclusive cost to complete Scope of Work as outlined in the CSP for locations identified in Group 3 of Exhibit A	Quantity: <u>1</u>	UOM: <u>LS</u>	Unit Price: <input type="text" value="\$11,856.00"/>	Total: <input type="text" value="\$11,856.00"/>

Response Total: \$69,825.00