

**TOWN OF PROSPER
CONTRACT FOR SERVICES
RFP NO. 2024-08-A**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation (“Town”) and **Sweeping Corp of America** (“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: RFP 2024-08-A Street Sweeping Services (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 the date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** The 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 the 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. The contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

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

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

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

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

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

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


Sweeping Corporation of America, LLC
Gary Milner, Branch Manager
4141 Rockside Rd, Suite 100
Seven Hills, OH 44131
bids@sweepingcorp.com

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

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

AGREED TO BY:

SWEEPING COPORATION OF AMERICA

By: 
Brad Becker
Regional Vice President

Date: 11/31/2024

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares
Town Manager

Date: _____

Exhibit A



2024-08-A Addendum 1

Street Sweeping Services

Issue Date: 1/7/2024

Questions Deadline: 1/16/2024 12:00 PM (CT)

Response Deadline: 1/23/2024 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: 2024-08-A Addendum 1
Title: Street Sweeping Services
Type: Request for Proposals
Issue Date: 1/7/2024
Question Deadline: 1/16/2024 12:00 PM (CT)
Response Deadline: 1/23/2024 02:00 PM (CT)
Notes:

The intent of this solicitation is to establish an annual agreement to provide street sweeping services for the Town of Prosper on public streets to reduce stormwater pollutants to the maximum extent practicable. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

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

The successful vendor will be required to execute a service contract. A sample contract is attached as one of the documents available for download as part of this RFP.

The Town of Prosper requires that all questions relating to this RFP be submitted in writing to Jay Carter, Purchasing Manager, at jcarter@prospertx.gov by 12:00pm on Tuesday, January 16, 2024. No questions will be answered over the phone. Questions in regard to the specifications will only be accepted until the stated deadline.

Submissions should be uploaded to the Town's eprocurement portal lonwave as a single complete document. Vendors can register at Bid Opportunities | Prosper, TX (prospertx.gov). The **proposal must be submitted by 2:00PM CST on January 23, 2024**, via lonwave. The results of the bids will be read at January 23, 2024, at 3:00PM CST and can be attended by using the following link:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Meeting ID: 289 226 797 830
Passcode: bpqZKt

[Download Teams](#) | [Join on the web](#)

Ship To Information

Billing 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

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 Attachments

2024-08-A RFP for Street Sweeping Services.pdf

2024-08-A RFP for Street Sweeping Services

[Download](#)

2024-08-A Addendum #1.pdf

2024-08-A Addendum #1

[Download](#)

Conflict of Interest Questionnaire 1-1-2021.pdf

Conflict of Interest Questionnaire 1-1-2021

[Download](#)

Standard Terms and Conditions for Procurements V 9-11-23.pdf

Standard Terms and Conditions for Procurements V 9-11-23

[Download](#)

References Worksheet - fillable.pdf

References Worksheet

[Download](#)

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

Insurance Requirements for General Services

[Download](#)

Standard Contract for Services Version 01-01-2024.pdf

Standard Contract for Services

[Download](#)

Requested Attachments

SOQ Submission

(Attachment required)

SOQ submission as a single document.

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)

6 Addendum No. 4

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 4 (if issued by the Town of Prosper).

I Agree
(Optional: Check if applicable)

7 Addendum No. 5

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 5 (if issued by the Town of Prosper).

I Agree
(Optional: Check if applicable)

Bid Lines

1 Package Header

Regular Sweeping Services

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Package Items

1.1 Thoroughfare (45 MPH and above)

(Response required)

Quantity: 1200 UOM: Lane Miles Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

1.2 Secondary (40 MPH and below)

(Response required)

Quantity: 200 UOM: Lane Miles Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2 Package Header

Special Sweeping Services

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

Package Items

2.1 Non-Emergency

(Response required)

Quantity: 40 UOM: HR Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2.2 Emergency

(Response required)

Quantity: 40 UOM: HR Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2.3 Mobilization for Non-emergency

(Response required)

Quantity: 4 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2.4 Mobilization for Emergency

(Response required)

Quantity: 10 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name: Sweeping Corporation of America, LLC

Contact Name: Gary Milner

Address: 9000 Trinity Blvd

Hurst, TX 76053

Phone: (817) 268-4100

Fax:

Email: gmilner@sweepingcorp.com

Supplier Notes

Corporate Address:

4141 Rockside Rd.

Seven Hills, OH 44131

216-777-2750

216-777-2766 (fax)

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

Brad Becker
Print Name



Signature

Request for Proposal 2024-08-A
STREET SWEEPING SERVICES

1.0 INTENT

The intent of this solicitation is to establish an annual agreement to provide street sweeping services for the Town of Prosper on public streets to reduce stormwater pollutants to the maximum extent practicable. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

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

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Microsoft Teams meeting
Join on your computer, mobile app or room device
Meeting ID: 289 226 797 830
Passcode: bpqZKt
[Download Teams](#) | [Join on the web](#)

1.1 WORK OBJECTIVE

The contractor is to provide personnel, management, supervision, quality control, materials, and equipment to perform street sweeping services for the Town of Prosper according to these specifications.

2.0 SCOPE OF SERVICES

2.1 DEFINITION OF TERMS:

2.1.1 "Line Mile" shall mean the number of miles, to the nearest 1/100 of a mile, as measured along the center line of the street, whether there is a median. A typical thoroughfare with a median and two (2) lanes in each direction will have four (4) Line Miles per mile of road. Right turn and left turn lanes are considered as additional lane miles.

2.1.2 "Inspector" shall mean the Town of Prosper inspector.

2.1.3 "Agreement" shall mean the agreement for the sweeping and disposal of debris from the streets of the Town of Prosper.

2.1.4 "Town" shall mean the Town of Prosper, its officers, employees, agents or representatives.

2.1.5 "Contractor" shall mean the person, corporation or partnership performing street sweeping services under contract with the Town.

2.1.6 "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper.

2.1.7 "May" shall be permissive.

2.1.8 "Regenerative Air Sweeper" refers to sweeper that uses forced air to create a swirling effect inside a contained sweeping head and then uses the negative pressure on the suction side to place the road debris inside a hopper. Debris is removed from the air by centrifugal separation and reused keeping particulate matter inside the hopper.

2.1.9 "Regular Sweeping Services" shall refer to sweeping streets with the frequency listed on Appendix B using a Regenerative Air Sweeper.

2.1.10 "Shall" means mandatory.

2.1.11 "Special Sweeping Services" refers to sweeping on an as needed basis as requested by the Town.

2.1.12 "Street" shall mean all dedicated public right-of-way within the existing or future limits of the Town of Prosper, which are paved. The term "street" shall include other paved areas as directed.

2.1.13 "Street Sweeping" shall mean the removal by dustless type machine sweepers of all debris from all portions of a street.

2.1.14 "Sweeping" shall mean all debris removed from streets.

2.2 SERVICE REQUIRED

2.2.1 Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary as specified. This includes:

2.2.1.1 Regular Sweeping Services

The contractor will sweep streets on the frequency identified on the attached map (attached to this RFP) according to Sweeping Schedule.

2.2.1.2 Special Services

2.2.1.2.1 Emergency Services are upon request by the Town. The sweeping operations shall begin within four (4) hours of the notification.

2.2.1.2.2 Nonemergency Services are upon request by the Town. The sweeping operations shall begin by the end of the next business day following the notification.

2.2.2 Changes in Services

During the term of this agreement or any extension thereof, the Town may elect to increase or decrease the frequency or number of Curb Line Miles of street sweeping services. The stated increase or decrease shall be by written or electronic notification to the contractor. The unit price for changes and/or additions shall be at the current agreement unit pricing.

2.3 DISPOSAL

The Town will provide a location within the Town of Prosper to offload all sweepings.

2.4 HOURS OF OPERATION

Standard business operating hours are Monday through Sunday, between the hours of 7:00 a.m. and 7:00 am., CST. Sweeping operations are to be conducted during the times shown on the bid, with the following exceptions listed in paragraphs 2.5 and 2.6.

2.5 HOLIDAYS

The following is a list of holidays on which contract service will not be performed:

New Year's Day
Memorial Day Independence Day - July 4th
Labor Day - First Monday in September
Thanksgiving Holiday-Fourth Thursday and Friday in November
Christmas Eve
Christmas Day

2.6 WEATHER CONDITIONS

The Contractor shall not sweep when weather conditions make sweeping ineffective or hazardous. This includes conditions when water used in sweeping may later freeze.

2.7 CONTRACTOR/TOWN COMMUNICATIONS

2.7.1 Local Office

Throughout the period of this agreement, the Contractor shall establish and maintain an office/dispatch and an authorized managing agent in the North Texas area. Contractor's managing agent shall serve as the point of contact for the Contractor during business hours. The Contractor shall provide 24-hour contact information for Special Service request and deficiency notices.

2.7.2 Town Contact

The overall contract administrator for the Town is the Public Works Director. For daily operations, the Town's point of contact will be the Streets Superintendent, or authorized representative.

2.7.3 Contractor Contact

The Contractor shall provide a contact for the following:

1. Supervisor available via telephone, email and mobile response during all hours during sweeping. The vehicle used by the Supervisor shall not be a sweeper.
2. Customer service via telephone during all business hours.

2.8 DOCUMENTATION AND REPORTING

The contractor shall collect daily information on sweeping activities which shall include:

1. Locations
2. Mileage
3. Date and time
4. Vehicle

5. Estimated volume or weight of debris collected by each vehicle by date and time.

The contractor shall make this information available in a database format on an ongoing basis.

2.9 CONTRACTOR'S EMPLOYEES

2.9.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

2.9.2 Driver's License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Driver's License issued by the State of Texas which is appropriate for the type and size of the vehicle.

2.9.3 Conduct

The contractor's employees and subcontractors shall not identify themselves as being employees of the Town of Prosper. Employees shall conduct themselves in such a manner as to avoid embarrassment to the Town of Prosper and shall be courteous to the public. If required, the Town retains the right to require any operator be removed from working on this contract.

2.9.4 Safety

All work under this contract shall be performed in such a manner as to provide maximum safety to the public and to employees performing work. The contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect the public during operations.

No separate compensation shall be paid to the contractor for the installation or maintenance of any warning devices, barricades, lights, signs, attenuator trucks, arrow boards, or any other precautionary measures required by law or otherwise for protection of persons or property. The Town will not provide any type of work zone traffic control devices.

The Town reserves the right to issue a restraint or cease order to the contractor when unsafe or harmful acts are observed or reported relative to the performance of the

work under this agreement or when contractor is not complying with safety requirements.

Applicable provisions of the following shall be incorporated into the specifications for this project.

- a. Texas Manual on Uniform Traffic Control Devices.
- b. Texas State Highway Standard Specifications.
- c. All Federal, State or Municipal acts, statutes, rulings, ordinances, decisions and regulations.
- d. All subsequent revisions and supplements to the above document.

The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.

All Contractors' employees shall be trained and equipped to protect the public, and employees from hazards related to sweeping, and collecting and disposing debris. This includes wearing proper safety devices including eye/ear protection and safety vests at all times.

2.9.5 Water

The Town will provide water for sweeping at the Public Works Service Center at no cost to the sweeper.

2.10 CONTRACTOR'S EQUIPMENT

2.10.1 Sweeping Equipment - Type, Quantity and Condition

The Contractor shall provide and maintain during the entire period of the agreement, a fleet of not less than two (2) Regenerative Air Sweepers.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The Town reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The Town representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during the performance of this agreement.

The Contractor shall furnish the Town with a list identifying all equipment to be used in fulfilling this agreement and notify the Town of any additions or deletions. The list shall be submitted electronically/in writing to the Town Representative/Inspector. The Contractor shall utilize a sweeper fleet of the latest design. The age of equipment shall not exceed ten (10) years in age unless approved by the Town. Any changes in the Contractor's sweeping equipment from the initial equipment must have prior approval of the Town.

2.10.2 Equipment Identification

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of the local office and phone number of the local office on each side of the equipment.

2.10.3 Equipment Safety Requirements

All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360-degree pattern and six-inch diameter hazard lights visible from the rear that operate independently of the brake lights. In addition, an arrow board (30" x 60") must be on all sweepers and be fully operational.

2.10.4 Minimum Sweeping Width Required

Equipment must be capable of sweeping a minimum eight-foot width as measured with all brooms in the sweeping position.

2.10.5 Automatic Vehicle Location System (AVL)

Contractor shall provide a complete AVL for the purpose of monitoring street sweeping activities. The AVL system shall be accessible via the internet on a secure website available to authorized Town staff, with a login and password. The AVL system shall include and initiate broadcasting data when brooms are activated or lowered to begin sweeping. Data shall be submitted at a minimum, to include but not be limited to, 30 second intervals to the secured website for monitoring.

In order for the Town to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVL:

2.10.5.1 SPEED: The speed of the street sweeper during the street cleaning operation shall be monitored. The AVL shall be able to determine when the street sweeper is performing the cleaning operation and report the vehicle speed. This speed shall be measured in one mile per hour increments. The AVL shall be able to measure speeds accurately from a minimum of 3 miles per hour to a maximum of 25 miles per hour.

2.10.5.2 TRACKING: The accuracy of the street sweeper's location shall be to within 50 feet or less of the actual location. The AVL shall show the following but not limited - vacuum on, gutter or center brush down & working, and the location of a single vehicle or all the vehicles. It is preferred that the street sweeper's location be displayed on street map window with user-controlled sizing and placement.

2.10.5.3 MANAGEMENT REPORTS: As a minimum, daily management

reports on all the street sweepers shall be provided by the AVL to include routes cleaned and the time of day the routes were cleaned. In addition, a log type report of each occurrence, location, and the duration of the occurrence that the street sweeper was in excess of 8 miles per hour, while performing the cleaning operation.

2.10.5.4 RELIABILITY: The AVL shall maintain a 95% performance level.

2.10.5.5 COVERAGE: The AVL coverage area shall include all of Town of Prosper.

2.10.5.6 FREQUENCY: All monitored functions shall be available upon the request by the Town.

2.11 STANDARD OF PERFORMANCE

2.11.1 Level of Cleanliness for Regular Sweeping

Contractor shall use a Regenerative Air Sweeper, which is performing in accordance with the manufacturer's performance specification, to remove all debris from all streets and radius every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, large gravel etc. shall be physically picked up and placed in the hopper by the operator or other personnel.

2.11.2 Level of Cleanliness for Special Sweeping

Contractor shall clean all debris from all streets and radius in the area identified by the Town to be cleaned. A mechanical broom sweeper may be used. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, large gravel etc. shall be physically picked up and placed in the hopper by the operator or other personnel.

2.12 AREAS TO BE CLEANED

Arterial, Collector, Industrial, and Commercial Streets

The entire length of all curbs (including median curbs and curb returns) uncurbed pavement edges and flush concrete or paved medians shall be swept each time the associated street is swept. The balance of each street shall be swept as needed. In any case, no debris shall be left anywhere on the street pavement after sweeping is completed.

2.13 SWEEPING PRACTICES

At all times the Contractor shall use good sweeping practices and shall exercise due care so as to prevent spilling, scattering or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping or scattering. Sweeping practices include, but are not limited to:

2.13.1 Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.

2.13.2 Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.

2.13.3 Sweeping speed shall be adjusted to street conditions with a maximum speed of twelve (12) miles per hour. Patterned concrete medians, crosswalks and radius shall be swept at a maximum speed of three (3) miles per hour.

2.13.4 Operate sweepers as close to parked cars or other obstacles as safety allows.

2.13.5 Use common sense and good judgment at all times.

2.14 SWEEPING SCHEDULE

The Contractor shall provide the Town with route maps, and annual schedule for approval. The Contractor shall keep such information current at all times. The Town reserves the right to alter the schedule with seven (7) day notification. The schedule shall include:

1. A sequence and date range to sweep all streets listed in Appendix B and C at the frequency shown.
2. Contingencies for the prevailing weather conditions experienced in Prosper.

2.15 HEAVY DEBRIS FROM CONSTRUCTION OR SANDING OPERATIONS

2.15.1 Construction Debris

On Regular Sweeping Service the dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 200 feet of the construction site. The Contractor shall report construction areas daily to the Inspector.

2.15.2 Sanding Operation Debris

During snow and ice events the Town may apply large quantities of sand for safety. It is not intended that the bulk of this material be removed by Non-Emergency Sweeping Service. When sanding operations begin Regular Sweeping Service shall

be suspended. After the sanding operations have been completed the Town will provide a list of streets to receive Special Nonemergency Services. Once these streets have been cleaned Regular Sweeping Service can resume.

2.16 HANDLING OF DEFICIENCIES

Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) Curb Line mile from the next payment. Failure to correct the deficiency within 24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

2.17 MEASUREMENT FOR PAYMENT

2.17.1 Regular Sweeping Service

This service will be measured for payment by the total number of Lane miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross. Right and left turn lanes shall be measured as lane miles.

2.17.2 Special Sweeping Service:

Special Service will be measured by the actual hours spent sweeping and actual hours traveling time between job sites when sweeping more than one location. A mobilization cost unit will be paid per sweeper for each call out regardless of the number of days to complete the service. The mobilization cost will include the travel time to the job site and return.

2.18 PAYMENT FOR SERVICE:

2.18.1 Regular Service

The Contractor must electronically invoice the Town for the amount of service actually performed. The Contractor invoices shall state the area and units swept and the number of Line Miles swept thereon. If there are any deficiencies, which were not corrected, in the specified time, or units not completed due to adverse weather those areas and/or units shall be invoiced on the next billing cycle. The contractor shall not be paid for sweeps that do not meet schedule. Field Supervisor and vehicle cost will be considered incidental to the work. If Optional Bid Items are used, this will be added to the Regular Service invoice.

2.18.2 Special Service

The Contractor must invoice the Town for all Special service. The invoice must state the type of service (emergency or nonemergency sweep).

2.19 DELIVERY:

It shall be the Contractor's responsibility to meet the Town's delivery requirements, as called for in the Technical Specifications. Town of Prosper reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.20 TAX

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.21 INVOICES AND PAYMENTS

2.21.1 The Contractor shall electronically submit their detailed invoice before payment(s) can be made (ap@prospertx.gov). At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Town bill-to name and contact information
- Town purchase order number
- Invoice number and date
- Date and hours for Special Sweeping
- Pricing per unit of purchase (miles, hours, each)
- Extended price
- Total Amount Due

3.0 PRICE ADJUSTMENTS

The rates set forth in the agreement shall remain effective for the period of one year from the date of commencement of operations under the agreement. Beginning one year after the commencement date, each November rates may be increased or decreased by up to the same percentage increase or decrease, if any, between the DFW CPI-U (DFW Consumer Price Index for all Urban Consumers), all items less energy as published from September to September. For example, an agreement starting in November 2020 will not be subject to a rate adjustment until November 2021. In November of 2021, rate adjustments will be based on CPI numbers for September 2020 to September 2021.

In addition, the above-defined reasonable rates may, at the sole discretion of the Town, be adjusted annually by written agreement between the Town and the

Contractor in the event of regulatory changes in the Contractor's cost of doing business, such as revised laws, ordinances, taxes, fees, or regulations. The Contractor shall provide the Town documents and records in sufficient detail to reasonably establish the necessity of any requested rate adjustment(s) at the time of the request.

All the above-mentioned rate adjustment procedures are agreed to and understood to apply to any and all services provided to commercial and industrial customers as well as residential customers. Rate adjustments may not exceed 5% for any given year.

4.0 DETAILED WORK PLAN

As a part of the proposal the Proposer shall submit a well-conceived service plan to accomplish the Work Objectives. It shall include:

1. Sweeping schedule or an approach to develop the schedule
2. Quality Control plan
3. Template or an approach to required documentation
4. Customer service plan
5. Safety plan

5.0 PROPOSAL WEIGHTED SCORING CRITERIA

Proposals will be evaluated according to the following weighted scoring criteria.

	Scoring Category	Points
1	Cost of Services	60
2	Resources of Contractor to achieve Work Objective (labor, equipment, AVL system, etc.)	15
3	Quality of Detailed Work Plan in achieving the Town's Service Objectives	10
4	Past Performance and Experience in providing Similar Services in DFW Metroplex Area	15
	Total Points	100

Submittal Requirements

Each proposal must follow the submittal requirements described in this section. Any proposal which does not provide the information requested may be eliminated from further

consideration at the discretion of the Town of Prosper. Please upload all documents as a single file/document.

Submissions should be uploaded to the Town's eprocurement portal lonwave as a single complete document. Vendors can register at [Bid Opportunities | Prosper, TX \(prospertx.gov\)](https://prospertx.gov). The **bid must be submitted by 2:00PM CST on January 23, 2024**, via lonwave. The results of the bids will be read at 3:00PM CST and can be attended by using the following link:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Meeting ID: 289 226 797 830
Passcode: bpqZKt
[Download Teams](#) | [Join on the web](#)

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

Section 1: Title Page and Table of Contents

The title page shall include the proposal number, the title and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in contracts. Include a table of contents listing the start page for each section.

Section 2: Detailed Work Plan

Please provide a write up addressing the following;

- a. Sweeping Schedule for the Town, or an approach to develop the schedule
- b. Quality Control Plan
- c. Templates for documentation or an approach to meet required documentation
- d. Customer Service Plan
- e. Safety Plan
- f. The AVL proposed.

Section 3: Appendix A "Contractors Information Report"

Please complete Appendix A (Contractor's Information Report) attached to this RFP and submit with your proposal.

Section 4: Appendix B "Pricing"

Please complete Appendix B, "Pricing".

Appendix A Contractors Information Report

CONTRACTOR'S INFORMATION REPORT

The information provided herein is in conjunction with the bid for Street cleaning and sweeping services for the Town of Prosper, Texas.

Name of Bidder: _____

Address: _____

Town/State/Zip: _____

Contact Name: _____

Title: _____

Telephone No.: _____

Email Address _____

A. EQUIPMENT AND FACILITIES

1. Is your repair and yard facility at the above address? Y _____

2. If NO, state the address of your yard facility. N _____

3. List of Contractor's Sweepers

AVL ID	Manufacturer	Model	Year	Cubic Yard Capacity	Type*	Fuel Type	Owned or Lease	Purchase Date

* Vacuum, Mechanical, Regenerative Air or other

List of Other Equipment

AVL ID	Type of Equipment	Manufacturer	Model	Year	Cubic Yard Capacity	Fuel Type	Owned or Lease	Purchase Date

4. If you were the successful bidder for cleaning and sweeping work in the Town of Prosper, Texas, list the additional equipment that you would purchase to execute this contract.

Equipment to be purchased:

AVL ID	Type of Equip	Manufacturer	Model	Year	Cubic Yard Capacity	Fuel Type	New or Used	Approx Cost

6. Information on Automatic Vehicle Locator (AVL).
- Is the AVL hosted by a 3rd party? _____. If yes, the name of the service provider and type of service. _____
 - Provide a link to a demo or a screen shot of the service.

B. MUNICIPAL AND STATE SWEEPING EXPERIENCE

1. List all completed municipal and/or state sweeping contracts your company completed between January 1, 2018 and December 31, 2023.

DATES OF SERVICE				
Contracting Entity	From	To	\$ Value of Contract	Date Completed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. List all current municipal and/or state sweeping contracts your company is performing at present. If none, enter none.

DATES OF SERVICE				
Contracting Entity	From	To	\$ Value of Contract	Date Completed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Appendix B Pricing

Regular Sweeping Service								
	Bid Item	Days of the Week	Annual Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost
1	Thoroughfare (45 MPH and above)	All	6	191	Lane Miles	1,200		
2	Secondary (40 MPH and below)	All	6	27	Lane Miles	200		
					Section Subtotal			
Special Sweeping Services								
	Bid Item		Estimated Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost
3	Non-Emergency		4	10	Hours	40		
4	Emergency		10	4	Hours	40		
5	Mobilization cost for Non-Emergency		4	1	Each	4		
6	Mobilization cost for Emergency		10	1	Each	10		
					Section Subtotal			
					Grand Total for Both Sections			

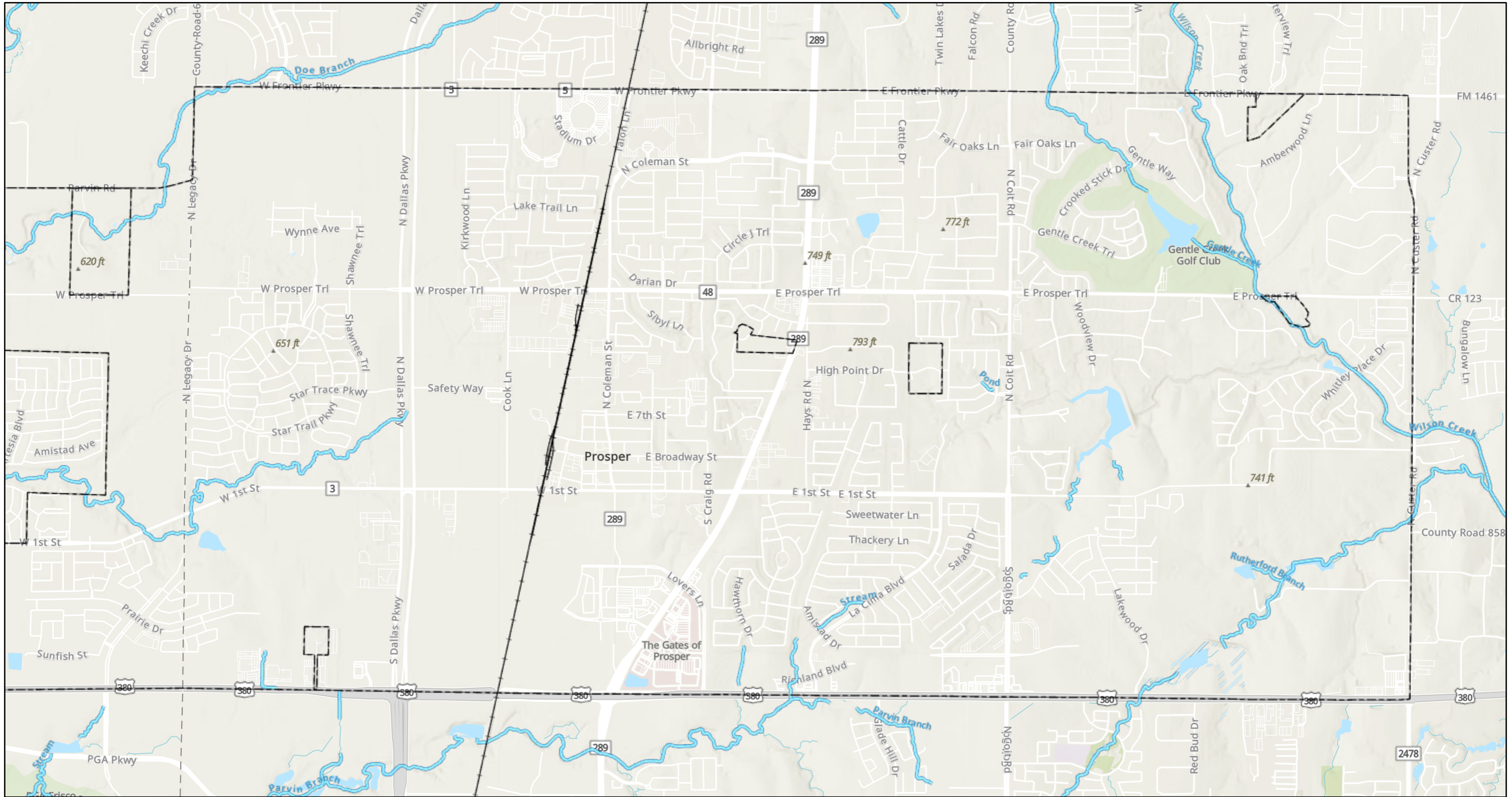
Exhibit C

STREET SWEEPING

ROADWAY	START	FINISH	SPEED LIMIT	LANES	MILES	LANE MILE
Custer Road	US 380	Frontier Parkway	50 MPH	6.0	3.00	18.0
US 380	Custer Rd	Lovers	55 MPH	3.0	3.50	10.5
US 380	Lovers	Legacy	55 MPH	3.0	2.10	6.3
Preston Road	US 380	Frontier Parkway	55 MPH	6.0	4.00	20.0
TxDOT Roads 69 Lane Miles						
Frontier Parkway	Preston Road	DNT	45 MPH	6.0	2.00	12.0
Lakewood Drive	US 380	Meadow Dell	25 MPH	3.0	1.00	3.0
Coit Road	US 380	First Street	45 MPH	4.0	1.50	6.0
La Cima	US 380	First Street	40 MPH	4.0	1.30	5.2
Dallas North Toll Road	US 380	Frontier Parkway	50 MPH	4.0	4.00	16.0
Legacy Road	US 380	Westwood	45 MPH	4.0	1.00	4.0
Teel Road	US 380	Parvin Road	45 MPH	2.0	3.00	6.0
Windsong Parkway	US 380	Woodbine Lane	25 MPH	3.0	3.00	9.0
Gee Road	US 380	First St	45 MPH	4.0	1.00	4.0
Gee Road	First Str	FM 1385	45 MPH	2.0	1.00	2.0
First Street	Gee Road	Teel Road	45 MPH	4.0	1.20	4.8
First Street	Teel Road	Village Park	45 MPH	4.0	1.00	4.0
First Street	Village	DNT	45 MPH	4.0	1.50	6.0
Legacy Road	First Street	Star Meadow Drive	35 MPH	2.0	0.70	1.4
Prosper Trail	Legacy Road	DNT	45 MPH	2.0	0.87	1.7
Prosper Trail Parkway	DNT	Coit Road	45 MPH	4.0	3.00	12.0
Prosper Tail Parkway	Coit Road	Custer Road	45 MPH	2.0	2.00	4.0
Cook Lane	Prosper Trail	First Street	35 MPH	3.0	1.00	3.0
First Street	Craig Street	Coit Road	45 MPH	4.0	1.50	6.0
Coleman Road	Prosper Trail	High School	45 MPH	2.0	0.60	1.2
Coleman Road	High School	Preston Road	45 MPH	4.0	1.00	4.0
Lovers Lane	US 380	S Coleman	40 MPH	4.0	1.20	4.8
Richland Blvd	Lovers	S Coleman	40 MPH	4.0	0.60	2.4
South Coleman	Richland	Lovers	40 MPH	4.0	0.30	1.2
Richland	Coit Road	Prosper Commons	45 MPH	4.0	0.30	1.2
Down Town						
Broadway	Coleman	Mckinley	35 MPH	4.0	1.00	4.0
Mckinley	Fifth Street	First Street	25 MPH	2.0	0.50	1.0
Main Street	Fifth Street	First Street	25 MPH	2.0	0.30	0.6

Exhibit D
Roadway Map

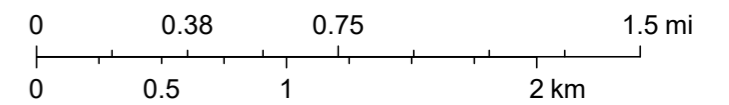
Street Sweeping Bid



October 27, 2023

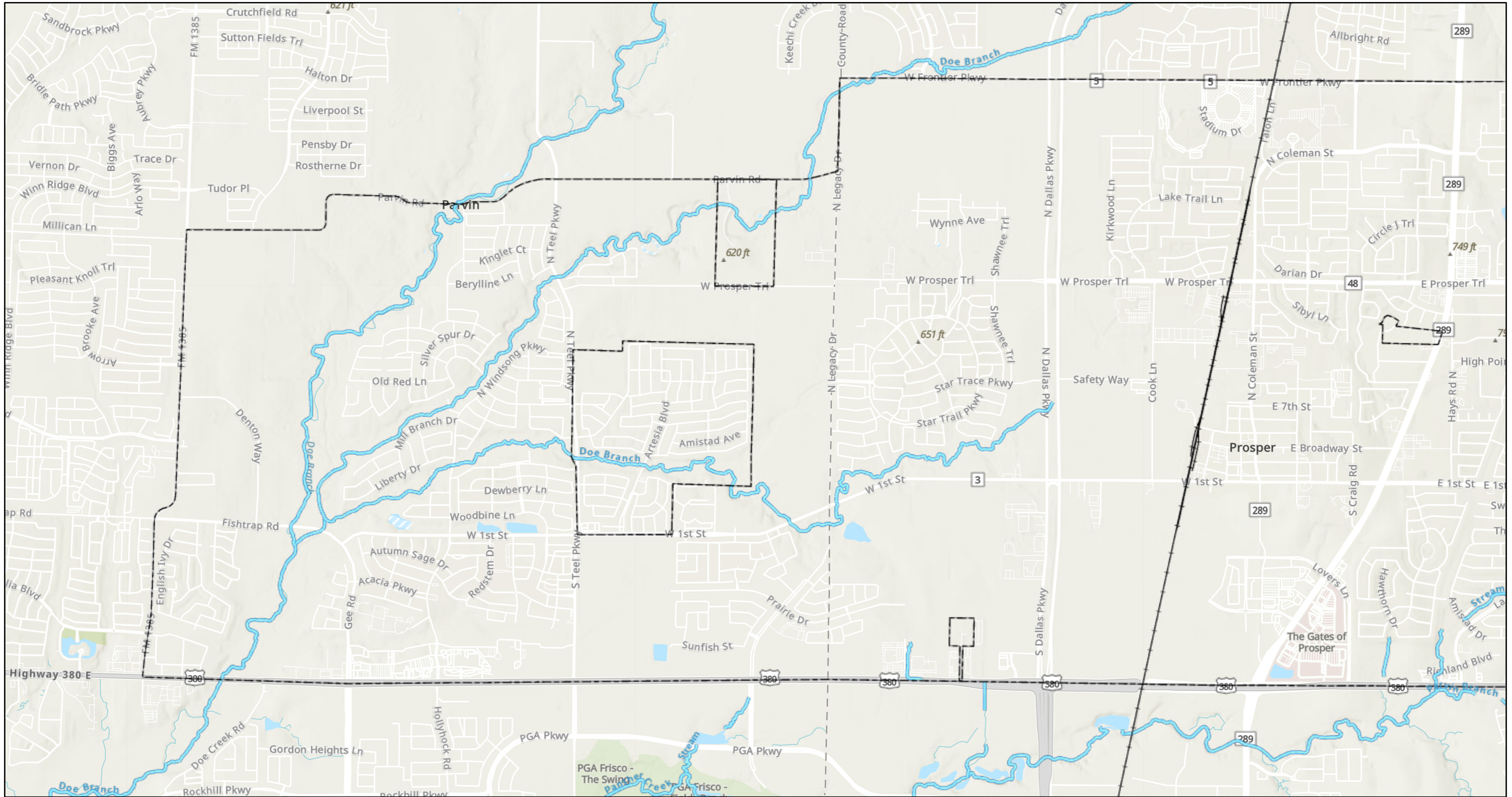
- Streams
- Prosper Town Limits
- TOWN
- Railroad

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Esri, NASA, NGA, USGS, FEMA, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

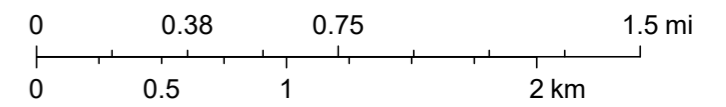
Street Sweeping Bid



October 27, 2023

- Streams
- Prosper Town Limits
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Exhibit B Pricing

Regular Sweeping Service								
	Bid Item	Days of the Week	Annual Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost
1	Thoroughfare (45 MPH and above)	All	6	191	Lane Miles	1,200	\$49.00	\$58,800.00
2	Secondary (40 MPH and below)	All	6	27	Lane Miles	200	\$49.00	\$9,800.00
					Section Subtotal			\$68,600.00
Special Sweeping Services								
	Bid Item		Estimated Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost
3	Non-Emergency		4	10	Hours	40	\$150.00	\$6,000.00
4	Emergency		10	4	Hours	40	\$200.00	\$8,000.00
5	Mobilization cost for Non-Emergency		4	1	Each	4	\$50.00	\$200.00
6	Mobilization cost for Emergency		10	1	Each	10	\$50.00	\$500.00
					Section Subtotal			\$14,700.00
					Grand Total for Both Sections			\$83,300.00