



City of White Settlement  
RFP #2026-001  
PARKS MOWING SERVICES

**ADDENDUM #02**

Corrected errors on the bid closing details. There were conflicting times seen at both 10:00 AM and 2:00 PM on 2/24 during the pre-proposal meeting. The correct time is 10:00 AM

Appendix F has been corrected and attached to Addendum #02 and should be submitted with all proposal paperwork. The original Appendix F that states the incorrect time is no longer needed for proposal submission.

Additional information from pre-proposal meeting and site survey. The recording of the pre-proposal meeting that occurred in the City Council Chambers can be viewed online on the City's website, [www.wstx.us](http://www.wstx.us).

- The 190 acres includes parking lots, sidewalks, islands and other like areas. Proposers are expected to maintain curb cuts and gutter areas along turf areas. Proposers are not expected to maintain any growth occurring in parking spaces or islands within the parking lots of our Parks.
- There are dumpsters at Central Park, Veterans Park, and Splash Dayz that the successful respondent can use for City trash while on these sites as well as restrooms. There are no dumpsters or restrooms at Saddle Hills Park. Dumpsters and access gates have codes or keys and will be distributed to the successful respondent on or before starting services.
- It was clarified that the mowing around the pond at Veterans Park should be cut to the water's edge. Prior to service start City staff will clear current conditions, and the successful respondent will maintain the cut to the water's edge.
- The expected start date for this contract is 4/1/2026 with contingency of City Council approval on Tuesday 3/3/2026.
- Clarification was made that the mowing schedule on page 5 is the minimum expected mowings and that weather may increase the amount, but it will not be less than 39.
- In the event of inclement weather as stated in definitions of page 4, it is in the sole discretion of the City, but should the successful respondent have questions or concerns they should reach the Community Services Director about inclement weather conditions and work on rescheduling collaboratively.
- There are three (3) access points to Splash Dayz. Two are near the southeast corner of the property and the third is accessed near the Northside of the Pecan Grove Convention Center. Access to these entries will be given to the successful respondent on or before starting services.

- It was noted to always be mindful of pedestrians while providing services. This is most noted for Saddle Hills Park, which has a disc golf course. Similar to golf courses, the expectation is to not interrupt the play of any participants, but to mow in the most efficient way to avoid downtime while not disrupting players on the course.
- A special note was made concerning holidays that fall on a weekday. Specifically, Memorial Day, Fourth (4<sup>th</sup>) of July, and Labor Day. It is important to have open communication with the Community Services Director and be flexible with the mowing schedule for these holidays. If your mowing schedule falls on a holiday that occurs on a weekday, we ask that the successful respondent consider adjusting their schedule to avoid mowing on that holiday.
- It was clarified that the use of pesticides is not mandatory for trimming services. That the City gives the discretion to use chemicals to the proposer. The City only requires notification about chemical trimming being used and informed on how it is being conducted.
- It was mentioned that the City has the intention of adding an incentive payment clause to the contract. The City is actively working out the specifics of the incentive payment clause and hopes that it will be a tool to create a partnership with the successful respondent. This clause will be added post-award.
- A request for the previous contract was received and is attached with Addendum #02.

You must sign below and submit this page with your proposal acknowledging receipt of this addendum.

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Company Name

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Signature of Authorized Representative

APPENDIX F



**REQUEST FOR PROPOSAL ACKNOWLEDGEMENT  
#2026-001 PARKS MOWING AND CODE SERVICES**

Submittal Deadline: 10:00 a.m. Tuesday, February 24, 2026

Submit to: City of White Settlement  
City Secretary's Office  
214 Meadow Park Drive  
White Settlement, Texas 76108  
817-246-4971

**Respondent Information**

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Proposal price for one year service contract: \$ \_\_\_\_\_

**Respondent Authorization**

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Respondent.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Position of Authorized Representative

\_\_\_\_\_  
Date

This is the original proposal of

Form 1295 From

MG LAWN & LANDSCAPE

AWARDED CONTRACT 2021-002

2/01/2022

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-832680

Date Filed:  
12/14/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

MG Lawn and Landscape LLC  
Fort Worth, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

White Settlement

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2021-002  
Parks Mowing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Michael Whittaker, and my date of birth is 10/24/84.

My address is 10080 S Hulen St Ste 300, FORT WORTH, TX, 76132, Tarrant.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Johnson County, State of Texas, on the 15<sup>th</sup> day of Dec., 2021.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



## **REQUEST FOR PROPOSALS**

**#2021-002**

### **PARKS MOWING SERVICES**

The City of White Settlement (hereinafter called "City"), is requesting proposals from qualified Respondents to provide Mowing Services. **Interested Respondents should visit the City's website at [www.wstx.us](http://www.wstx.us) or [www.publicpurchase.com](http://www.publicpurchase.com) to obtain the Request for Proposal (RFP) package. Packages may also be picked up at the follow location:**

Amy Arnold, City Secretary  
City of White Settlement City Hall  
214 Meadow Park Drive  
White Settlement, TX 76108

Sealed physical submittals must include one (1) original and three (3) copies. Proposals must be received by the City Secretary no later than 2:00 pm on December 16, 2021 at 214 Meadow Park Drive, White Settlement, Texas 76108 and be clearly marked on the outside, "RFP 2021-002 Parks Mowing Services". Electronic submittals may be made through the Public Purchase website: [www.publicpurchase.com](http://www.publicpurchase.com) and must be uploaded no later than 2:00 PM on Thursday, December 16, 2021. Late submittals will not be accepted.

The City reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

This contract may be awarded to multiple Respondents.

**City of White Settlement  
RFP #2021-002  
Parks Mowing Services**

**Background**

The City of White Settlement (City) population is over 18,000 within its 5-square miles, located west of downtown Fort Worth with its boundaries being bordered by the Naval Air Station Joint Reserve Base to the East, Loop 820W to the West, Interstate 30 to the South, and Lake Worth to the North.

**Scope of Services (summary)**

The services covered by this RFP consist of mowing of turf areas around buildings, facilities, ball fields, and leisure recreational areas in three park sites: Central Park, Veterans Park, Saddle Hills Park, and Splash Dayz Water Park. The contract is for a period of one year with the option of up to four one year (12 month renewals).

**Award of Contract and Disputes**

An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and the City's purchasing policy. The City will evaluate all proposals to determine which Respondents are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the RFP.

The City of White Settlement reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the City. The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the City Council. In addition, each Respondent agrees to waive any claim it has or may have against the City and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

**Unauthorized Communication**

After release of this RFP, Respondents' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Department, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. **No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's contractors regarding any matters pertaining to this solicitation, except as herein provided.** If a representative of any Respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

**PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held at 2:00 PM on Tuesday, December 7, 2021 at 214 Meadow Park Drive, White Settlement, TX 76108 in the City Council chamber. The purpose of the meeting will be to review the proposal documents, answer questions and concerns, and conduct a tour of the park sites discussed in the proposal. Prospective respondents are strongly encouraged to attend. Questions and answers that materially affect the substance of the RFP will be published in an addendum on the RFP page on the City and Public Purchase websites.

#### **Request for Clarification and/or Modifications**

The Request for Proposal documents (which will ultimately form the Contract) can only be modified via an addendum. The deadline to submit requests for clarifications and/or questions is by 12:00 noon Thursday, December 9, 2021. Questions must be sent via email to Lonnie Yates, Purchasing at [lyates@wstx.us](mailto:lyates@wstx.us). Questions must clearly identify the RFP Number and Title. The City of White Settlement assumes no responsibility for delayed or lost responses.

If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing and posted to the City's Purchasing Department website, [www.wstx.us](http://www.wstx.us) as an addendum. It is the responsibility of the Respondent to obtain and review all addenda from the website. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Respondents shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

Any interpretations, corrections or changes to this RFP will be made by an addendum. Sole issuing authority of addenda shall be vested in the City's Purchasing Department.

#### **Notification of Errors or Omissions**

Respondent shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

#### **Acknowledgment of Addenda to Request for Proposals**

If this RFP is amended, then all terms and conditions which are not modified remain unchanged. Respondent shall acknowledge receipt of any addenda to this RFP by returning each addendum signed by the Respondent with the proposal. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

**Scope of Services (detailed)**

**General Definitions**

**Chemical Trimming:** Shall refer to the use of herbicides as an alternate to the physical removal or cutting of plant material. The successful Respondent may use post-emergent herbicides to retard weed growth in expansion joints, any other cracks, curbs, sidewalks, driveways, or other concrete or brick paver surfaces within the project area. However, the growth of plant material while waiting for chemical trimming to be effective, and/or as edging substitute is unacceptable.

**Edging:** Shall refer to the physical removal (do not use chemicals) of all plant material, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements. Edge cut shall be a minimum vertical depth of one inch. The edging groove shall not exceed 2 inches in width.

**Inclement Weather:** Shall mean icy, wet, or rainy weather when the condition of the soil is such that rutting of the property will not allow cutting of grass to be accomplished satisfactorily. This determination shall be made at the sole discretion of the City.

**Inspector:** Shall mean the Community Services Director or his designee, who shall monitor the Contract performance.

**Maintenance Cycle:** Shall refer to each time period in the maintenance schedule for the project year. Each time period is defined by a month, in which all prescribed maintenance activities for each area shall be completed.

**Maintenance Schedule:** Shall mean the time periods established for the project.

**Median:** Shall mean the center island of the roadway from curb line to curb line plus all traffic triangles. This includes curb and gutter joints where the curb meets the roadway and concrete paved areas from end of the grass to the curb.

**Mulch:** Shall refer to shredded hardwood mulch materials applied in the flower beds and tree rings areas for aesthetics and water conservation purposes.

**Right-of-Ways:** Shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes, but not limited to, curb and gutters, sidewalks, walkways, drainage ditches, burrow ditches, and any other areas owned, dedicated, used, or reserved for public use.

**Project Area:** The project area shall refer to the geographic area(s) of the City designated to receive specific grounds maintenance services. This area includes turf areas around buildings, facilities, ball field warm up areas, leisure recreational areas, and waterpark.

**Scalping:** Shall refer to any action, which results in the mowing of any turf area down to and including the soil.

**Trash and Litter:** Shall mean any debris within the mowing area including, but not limited to paper, cans, bottles, limbs not larger than 3 inches in diameter, trash bags, rocks, etc., which is not intended to be part of the landscape. Removal of the debris includes the sweeping and/or blowing away of grass clippings from all hard surfaces such as sidewalks, curbs, pavers, and the noses of medians. Grass clippings may not be blown into the roadways per city ordinance.

**Trimming:** Shall refer to the cutting or removal of all plant material immediately adjacent to or under mowing area structures, poles, trees, signs, fences, planting beds, rocks, or other man-made or natural above ground objects/ structures. Trimming also includes the removal of all plant material from expansion joints and any other cracks in curbs and gutters, sidewalks, driveways, and any other concrete or brick paver surfaces within the project area.

**Work Orders, Assignments, and Inspection of Work**

**Mowing Locations**

- Central Park, non-ballfield areas only
- Veterans Park
  - non-ball field areas
  - Splash Dayz Water Park
- Saddle Hills Park – Disc Golf Course
- See attached project map (Appendix X)

**Scheduled Mowing Frequency/ Cycle**

The successful Respondent shall complete the following mowing frequency unless advised otherwise by the City of White Settlement due to excessive rains. Service days will take place as shown below on Scheduled Service Times.

A. Month	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
B. Service #	1	2	4	4	5	4	4	4	4	4	2	1	39

**Scheduled Service Times**

- Central, Veterans, and Saddle Hills Parks - Work shall be completed on business days of Monday through Friday 6:00am to 5:00pm (no work shall be done on Saturdays, Sundays, or City holidays).

- Splash Dayz Water Park – Work shall be completed on the business days of Monday through Thursday 6am to 10am (no work shall be done on Saturdays, Sundays, or City holidays).
- All work will be coordinated with the Community Services Director or his designee.

### **Work Record Summary**

The successful Respondent shall forward to the Community Services Director a work record summary detailing the dates, times, and locations of the work that has been completed (this is not the invoice). The summary will become documentation supporting payment to the Respondent.

### **Failure to Complete Maintenance Schedule**

Failure on the part of the Respondent to maintain the required production rate shall be sufficient reason for the City to have the work in question completed by others (staff or contracted out). The successful respondent agrees to pay for any additional cost caused by the City contacting out any of the work in this RFP to another vendor due to non-performance.

### **Deficiencies in Work**

The Respondent shall correct any deficiencies in work within 48 hours of written or verbal notification by the City. Should the Respondent fail to correct the default to the satisfaction of the City during this period, the City reserves the right to withhold payment and/or terminate, in whole or in part, the contract.

### **Inspections**

The City reserves the right to inspect, either announced or unannounced, the work performed by the Respondent and will record any violations of the contract.

### **Mowing Heights**

Mowing heights shall generally be recommended height of 2.5" to 3". However, if necessary the Community Services Director may change the recommended height to maintain an acceptable mowing finish, and /or prevent scalping of turf areas.

### **Line Trimming (weed eating)**

Trim to a vertical height of one (1") inch maximum, or not to scalp.

## **Mowing and Trimming**

The successful Respondent shall completely mow and trim all areas as designated in the mowing schedule each scheduled service week. All mowing equipment shall be equipped with turf type tires (cleated or ribbed tractor tires are prohibited). All mowing equipment shall be equipped with mulching kits when possible (side discharge mowers are prohibited without shield guards). All mowing at the water park will require the use of mulching plates/kit to prevent debris from blowing into the water and pool areas.

All median, right-of-way, and park area structures: poles, trees, signs, fences, and shrub beds must be given special care so as not to inflict damage. The City reserves the right to charge fees for any damage to these structures and plants.

## **Edging**

All sidewalks, curbs and edges shall be mechanically trimmed in entirety each service week to remove lateral grass growth and maintain a crisp and clean appearance at each site.

## **Removal of Plant Clippings**

Removal of cut grass from the turf area where growth occurred will not be required unless the cuttings are clumped. Cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, walkways, doorways, and adjacent properties shall be removed from the area prior to leaving the work site, but shall not be blown into the street or into the storm drains per City ordinance.

## **Post-emergent Weed Control**

This contract includes spot-treatment for cracks & crevices, parking islands, tree rings, and similar areas. Glyphosphate/Diquat and/or similar products are acceptable.

## **Flower Beds and Shrubs**

- Central, Veterans, and Saddle Hills Parks - There are no flower bed maintenance or shrub trimming required or included, and if requested by the City shall be charged at an additional rate to this contract agreement.

## **Services NOT included in the Contract**

- Overseeding of rye grass or other winter grass.
- Pre-emergent herbicide applications
- Broad post-emergent herbicide application (spot treatment is included per Post-emergent Weed Control section of the RFP)
- Mulch installation
- Flower Bed Maintenance
- Shrub & Tree Trimming

If requested by the City, these services will be charged at an additional rate to the contract.

**Change in Scope of Work:**

At the City’s discretion, additional locations and/or services may be added during the course of this contract in a cumulative amount not to exceed 25% of the original contract amount. Pricing will be determined at the time of addition, but based upon the quotes submitted for this RFP. All additional locations and/or services in excess of 25% will be subject to additional procurement process per State Law and City Policy. No oral statements modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by the City Manager or designee.

Conversely, locations or the type of service defined for each location may be reduced or deleted during the contract period, with no liability to the City, if it is in the City’s best interest. If service is reduced, then the amount of the contract shall also be reduced at a rate commensurate with the reduction in work required.

**EVALUATION OF PROPOSALS – SELECTION CRITERIA**

Proposals will be evaluated by a selection committee using the following criteria:

**1. Management and Approach.....25%**

The Respondent’s management and approach that demonstrates the Respondent’s understanding of the Scope of Services and the potential to implement effectively as stated in the RFP; I.E. staffing and scheduling, crew supervision and inspections, performance evaluation, and plans to correct deficiencies.

**2. Industry Experience.....25%**

Referral history of successfully completing contracts similar to this scope and size, including meeting and maintaining expected deadlines; the character, integrity, reputation, judgment and efficiency of the Respondent.

**3. Equipment and Production Capability.....20%**

Respondent’s current equipment inventory and the potential ability to complete/maintain the service contract deadlines during peak times and/or periods of downed equipment.

**4. Responsiveness of the written proposal.....10%**

Completeness and clarity of all required submittal information contained in RFP package and any supplemental information provided by Respondent that will demonstrate the quality of services. All addenda must be acknowledged as well.

**5. Price.....20%**

## **CONTRACT TERMS AND CONDITIONS**

EXCEPT WHERE RESPONDENT MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH RESPONDENT HEREBY ACKNOWLEDGES, AND TO WHICH RESPONDENT AGREES BY SUBMITTING A PROPOSAL:

### **Term of Contract and Option to Extend**

Any contract resulting from this RFP shall be effective for twelve months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

*Option Clause:* It is agreed that the City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the Respondent's past performance is not satisfactory.

*Escalation Clause:* Should market conditions prevail which dictate an increase, the successful Respondent may submit documentation requesting permission to increase pricing no later than 10 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the Respondent's cost, not profits.

This contract may be cancelled or terminated at any time by giving the Respondent thirty (30) days written notice. The Respondent may be entitled to payment for services actually performed; to the extent said services are satisfactory.

### **Delivery of Products and/or Services**

*Payment Terms:* Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Invoices will be processed after the work has been completed and the Work Record Summary submitted to and approved by the Community Services Director.

*Warranty of Services:* All services performed shall be warranted to be of a good and workmanlike quality to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, in addition to, and not in lieu of, any other express written warranties provided.

### **Miscellaneous**

*Assignments:* The rights and duties awarded the successful Respondent shall not be assigned to another without the written consent of the City Manager or designee. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

*Indemnification:* Respondent agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related

expenses, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

*Gratuities / Bribes:* Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Respondent, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

*Required Licenses:* Respondent certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

*Compliance with Applicable Law:* Respondent agrees that the contract will be subject to, and Respondent will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

Some or all of the pre-qualified Respondents considered for service agreement selections may, at the sole discretion of the City, be required to appear for oral presentations. The oral presentations, if required, shall be conducted so as to solicit information to enable the selection committee to evaluate the capability of the applicable Respondents to provide the specific services. The City will notify the Respondents of the schedule, order and procedure for the presentations. The oral presentations will be scored by the committee.

**The deadline for submission of written proposals is 2:00 PM on December 16, 2021.** Proposals that are received after this deadline will be considered as non-responsive and shall be rejected.

Sealed submittals, including one (1) signed original and three (3) copies, must be received by the City Secretary no later than **2:00 PM on December 16, 2021 at 214 Meadow Park Drive, White Settlement, Texas 76108** and be clearly marked on the outside, **"RFP 2021-002 Parks Mowing Services"**. Electronic submittals may be made through the Public Purchase website: [www.publicpurchase.com](http://www.publicpurchase.com) and must be uploaded no later than 2:00 PM on Thursday, December 16, 2021. Late submittals will not be accepted.

### **Proprietary Information**

If a Respondent does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Respondent fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

All responses submitted become the property of the City of White Settlement and are subject to the Public Information Act. All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by the Respondent. Respondents are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Respondent shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Respondent can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of White Settlement, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Respondent, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code.

## **REQUIRED PROPOSAL INFORMATION**

IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, THE RESPONDENT MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

### **1. MANAGEMENT AND APPROACH**

*Service Description:* Provide an attached written statement describing how your organization intends on operating your crews and managing the contract including: the size of the crew, name(s), contact information and experience of on-site supervisor(s), contract administrator; property inspection frequency, inclement weather plans, downed equipment plans, deficient work correction plans, and plan to prevent debris in the pools at the water park.

### **2. INDUSTRY EXPERIENCE**

The proposal shall include the number of years the Respondent's business has been in operation. The proposal shall include all predecessor business names, affiliated entities, and previous similar business entities and years operated by one or more of the principal(s) within the last five (5) years, including businesses that have changed legal status or form of the business. Omitting these business names in the Proposal may disqualify the Respondent. If it is later discovered that the successful Respondent omitted business names during the RFP process, the City may terminate the contract at any time.

Respondent shall provide five (5) references where Respondent has performed similar to or the same types of services as described herein. The following shall be included for each reference:

- Client / Company Name
- Contact Name
- Contact Title
- Phone Number
- E-mail Address
- Date and Scope of Work Provided

### **3. EQUIPMENT AND PRODUCTION CAPABILITY**

Attach a list of all mowing equipment that your organization currently owns and/or leases to include age, make, model, deck/cutting capability, fuel type, mulch kit option, and tire type. Include contingency plans in case of downed equipment.

### **4. Cost of Proposed Services**

*Pricing:* Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for 12 month contract term. The City is exempt from most state and local sales taxes by state law. Therefore the city does not possess a "tax exempt number". The City will provide a sales tax exemption certificate to the vendor upon request.

*Price Increases Upon Extension:* If approved by the City, the Respondent shall modify the rates charged by the Respondent to reflect any changes shown in the documentation of increase in cost delivered to the City. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Respondent's rates.

**5. *Financial Responsibility Provisions***

The Respondent, consistent with its status as an independent contractor, shall carry at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require. The Respondent shall provide documentation with the Proposal for the following:

- Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, with a minimum of Two Million Dollars (\$2,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis.

Insurance certificates will show the City of White Settlement named as additional insured party.

**6. *Certificate of Interested Parties***

The Respondent shall include with the Proposal a Certificate of Interested Parties (Form 1295) according to Government Code Section 2252.908. Please go to the Texas Ethics Commission webpage ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)) for full instructions and to complete the required steps for creation of Form 1295.

**7. *RFP Acknowledgement***

The Respondent shall submit one signed original and three copies of the proposal including a completed RFP Acknowledgement (which includes the proposal price) found in Appendix A.

**8. *Addenda***

Include a copy of each addendum with principal's signature acknowledging receipt of the addendum.

APPENDIX A



**REQUEST FOR PROPOSAL ACKNOWLEDGEMENT  
#2021-002 PARKS MOWING SERVICE**

Submittal Deadline: 2:00 p.m. Thursday, December 16, 2021

Submit to: City of White Settlement  
City Secretary's Office  
214 Meadow Park Drive  
White Settlement, Texas 76108  
817-246-4971

**Respondent Information**

Legal Name: MG Lawn and Landscape LLC

Address: 6080 S Hulen 360 Box 197

City, State & Zip: Fort Worth, TX 76132

Phone Number: 8179950324

E-mail Address: meangreenDFW@gmail.com

Proposal price for one year service contract: \$117,000.00

**Respondent Authorization**

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Respondent.

Wade Hicks

Signature of Authorized Representative

Wade Hicks Sales Manager

Name and Position of Authorized Representative

12-15-21

Date



### **Management and Approach**

MG will assign 2 primary crews with a third back up in the event of weather conflicts.

Manager on site

Crew 1 – 4 team members

- 2 -72" Zero Turns
- 4 – Weed Eaters
- 2- Blowers

Crew 2 – 3 team members

- 2 -72" Zero Turns
- 4 – Weed Eaters
- 2- Blowers

Schedule –

- Service all parks in 1 day
- Splash Dayz schedule both teams to be over to finish in allotted time slot

Weather –

- In event of weather MG has the ability to mobilize additional crews. However turf and conditions of properties are our main priority

Inspections –

- All properties will be inspected by supervisor. This supervisor has been with MG for 11 years and has mowed these properties during previous contract period. All reports with date stamp photos will be emailed by end of day following service.

Office –

- Our team consist of office support to help with any variables arise. Our office staff will help keep the schedule consistent, organized and the contract supervisor updated. In addition our office support allows our team to focus on their primary duties while they handle back of the house issues that might arise.



## Industry Experience

MG Lawn and Landscape LLC has been in business for 15 years, and solely operated under that entity.

## References

City of Benbrook – Full City Contract (2018 – present)

- Mowing of all ROW, parks, City owned properties
- Sam Moore (Contract Coordinator)
- [smoore@benbrook-tx.gov](mailto:smoore@benbrook-tx.gov)
- 8172495580

City of Arlington – Multiple Contracts (2019- present)

- Park mowing all parks, median and row services for North district, all golf courses, all beatification projects
- Randy Villareal (Parks Service Supervisor)
- 8174596211
- [Randy.villareal@arlingtontx.gov](mailto:Randy.villareal@arlingtontx.gov)

Tarrant County – Mowing and Landscape Contract ( Mowing 2016 – 2018 Landscape 2019 – present)

- Mow all sites owned by Tarrant County and provide landscape services
- Installation of Fallen Sheriff Memorial 2021
- Josh Palmer ( Building Manager )
- 8178842865
- [jbpalmer@tarrantcounty.com](mailto:jbpalmer@tarrantcounty.com)

See Next Page



Texas Star – HOA Contracts (2016 – present)

- 10+ Hoa communities totaling approx. 120 mowable acres
- Heather Allen (Community Manager)
- 4698991000 Ext. 157
- [hallen@tscmanagement.com](mailto:hallen@tscmanagement.com)

City of Watauga – Full City Contract (2017 – 2021)

- Mowing of Right of Ways, Parks, and municipalities
- Chad Stephens ( Interim Director)
- 8175145829
- [Cstephens@wataugatx.org](mailto:Cstephens@wataugatx.org)



## **Equipment and Production Capability**

### **Equipment List**

2-104" Hustler ( Year 2021)  
16-72" John Deere Zero Turn ( Year 2020)  
12-60" John Deere Zero Turn ( Year 2020)  
4-60" Scag Zero Turn (Year 2021)  
30 + Weed Eaters (year 2021)  
30 + Blowers (year 2021)

### **Downed equipment**

- On our equipment list not all of the mowers or handhelds are assigned to crews, as they serve as back ups. Downed equipment will never be an issue for us.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Roach Howard Smith & Barton - Fort Worth 1320 South University Drive  Fort Worth TX 76107	<b>CONTACT NAME:</b> Brian Tucker
	<b>PHONE (A/C, No, Ext):</b> (817) 332-1313
	<b>FAX (A/C, No):</b> (817) 332-2956
	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Central Mutual Ins Co
	<b>INSURER B:</b> Texas Mutual Ins Co
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

<b>INSURED</b> MG Lawn & Landscape LLC dba Mean Green Lawn & Landscape 6080 S. Hulen St. #360 Box 197 Fort Worth TX 76133	<b>CERTIFICATE NUMBER:</b> Cert ID 49693	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> FD Ded \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY				01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None				01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General and auto liability policies include a blanket automatic additional insured endorsement or provision that provides additional insured status to the certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General liability policy contains a special endorsement or provision with "primary additional insured" wording. General and auto liability, and workers compensation policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

<b>CERTIFICATE HOLDER</b>  Tarrant County  100 E Weatherford Street  Fort Worth TX 76102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Bart Tucker</i>

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**City of White Settlement  
RFP #2021-002  
PARKS MOWING SERVICES**

**ADDENDUM #01**

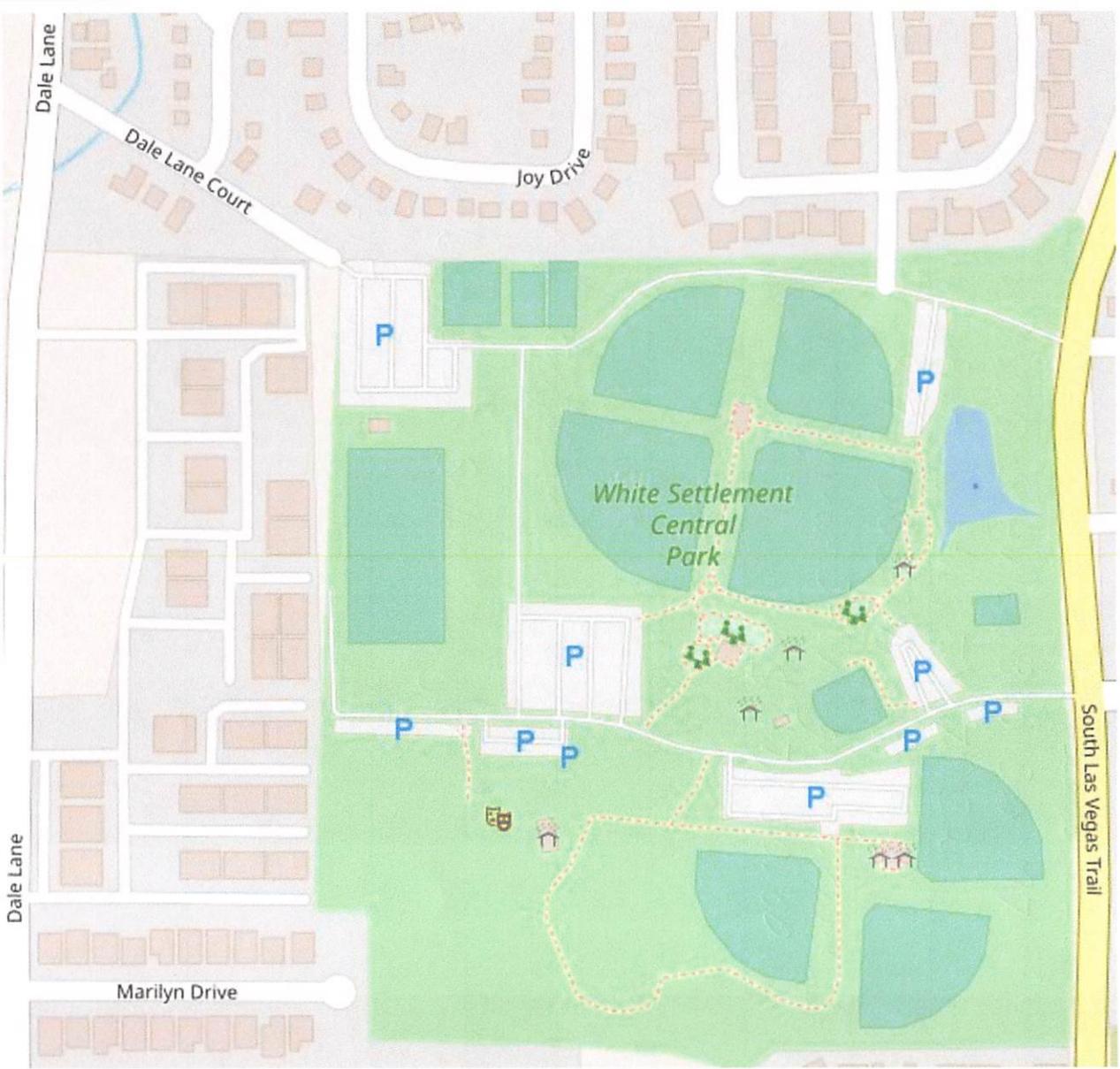
Answers to questions asked during the pre-proposal meeting and from [www.publicpurchase.com](http://www.publicpurchase.com)

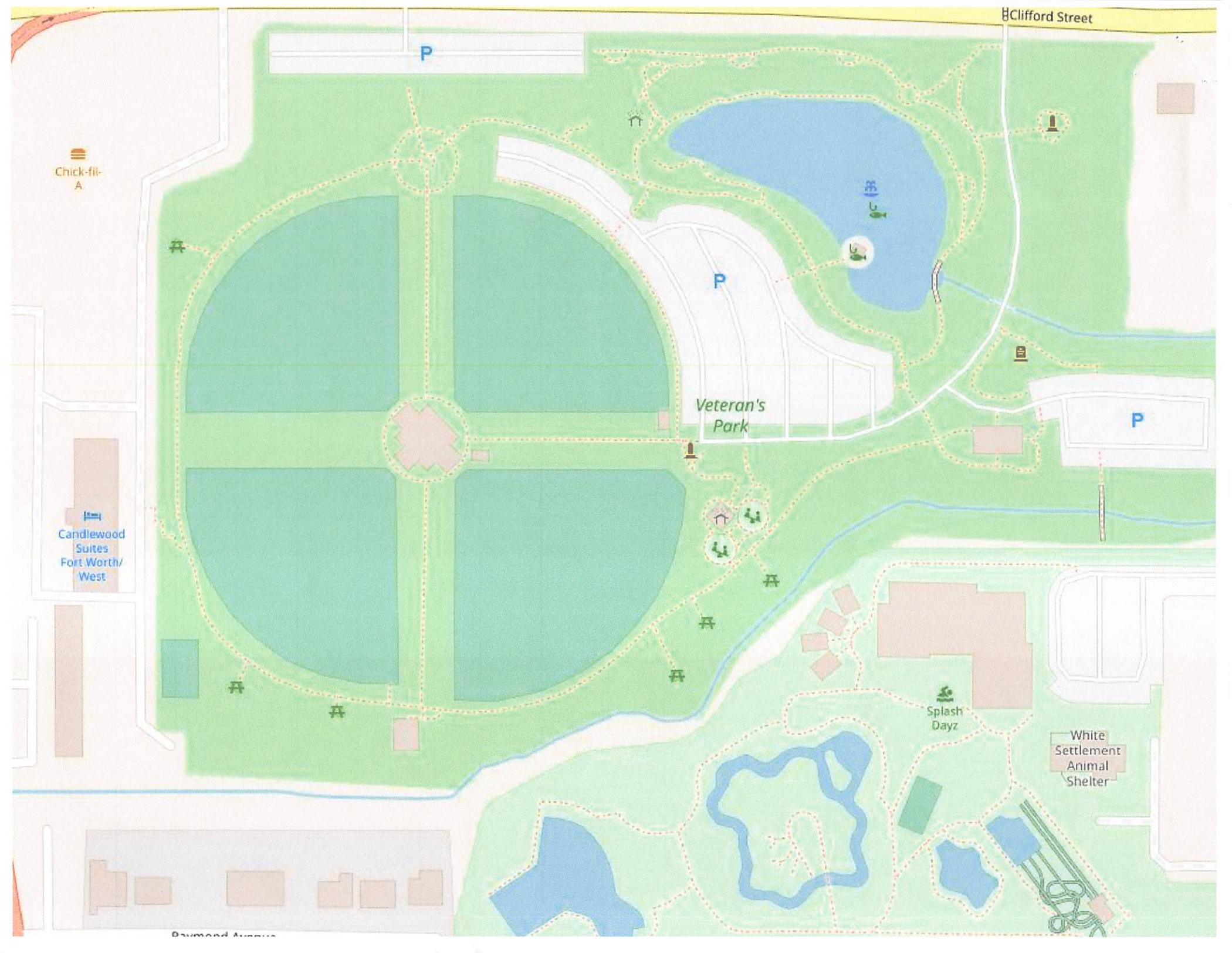
Satellite views of the parks with the boundaries outlined.

You must sign below and submit this page with your proposal acknowledging receipt of this addendum.

MG Lawn and Landscape LLC  
Company Name

Wade Hicks  
Signature of Authorized Representative





Clifford Street

P

Chick-fil-A

P

Veteran's Park

P

Candlewood Suites Fort Worth/West

Splash Dayz

White Settlement Animal Shelter

Raymond Avenue



**RFP 2021-002: PARKS MOWING SERVICES**

**PRE-PROPOSAL MEETING QUESTIONS AND ANSWERS**

The pre-proposal meeting was held 12/07/2021. The meeting was recorded and is available to view at <https://vimeo.com/654595096>. The following questions relate to information that may have a material effect on your proposals. **For your proposal to be considered responsive, you must sign the addendum acknowledgement page and return it with your proposal.**

WHO HOLDS CURRENT CONTRACT AND FOR HOW MUCH?

GI-MOW. CURRENT CONTRACT AMOUNT IS \$86,100 PER YEAR

WHAT IS THE SIZE OF THE PARKS' MOWING AREAS?

CENTRAL PARK: OVERALL SIZE AROUND 48 ACRES

SADDLE HILLS PARK: OVERALL SIZE AROUND 11 ACRES

VETERANS PARK (INCLUDING WATER PARK) AROUND 46 ACRES

THESE ARE THE APPROXIMATE, OVERALL SIZES OF THE PARKS, THE MOWING AREAS ARE NOT BROKEN OUT.

ARE THERE DUMPSTERS AT EACH PARK TO THROW AWAY THE COLLECTED TRASH AND DEBRIS?

CENTRAL PARK, VETERANS PARK AND SPLASH DAYS HAVE DUMPSTERS, SADDLE HILLS DOES NOT. TRASH FROM SADDLE HILLS MAY BE DISPOSED OF AT ANOTHER PARK'S DUMPSTERS.

IS CHEMICAL TRIMMING PERMITTED AROUND THE BOULDERS AT THE BOUNDARIES OF THE PARKS?

YES, HERBICIDES ARE PERMITTED AROUND BOULDERS, SIGNPOSTS, TREE RINGS, PARKING ISLANDS, AND IN CRACKS AND CREVICES OF THE SIDEWALKS, AND OTHER CONCRETE AREAS.

IS IT REQUIRED TO MOW BETWEEN THE BASEBALL FIELDS AT CENTRAL PARK?

THE BASEBALL FIELDS AT CENTRAL PARK ARE FENCED IN, NO MOWING IS REQUIRED THERE. THE THREE SOFTBALL FIELDS ON THE SOUTH SIDE OF THE PARK ARE NOT IN A FENCED COMPLEX, THEREFORE MOWING IS REQUIRED BETWEEN THOSE FIELDS.

**RFP 2021-002: PARKS MOWING SERVICES**

**PRE-PROPOSAL MEETING QUESTIONS AND ANSWERS**

**ARE THERE CONSTRUCTION PROJECTS PLANNED FOR THE PARKS THAT WILL AFFECT THE MOWING AREAS?**

**THE CITY HAS APPLIED FOR A GRANT TO ADD FITNESS EQUIPMENT AT VETERANS PARK ALONG THE WALKING PATH ON THE NORTH. IF THE GRANT IS RECEIVED, THE EQUIPMENT WILL PROBABLY BE INSTALLED IN 2023.**

**ARE CONTRACTORS REQUIRED TO MOVE THE FURNITURE WHEN MOWING SPLASH DAYZ?**

**MOST FURNITURE IS LOCATED ON CONCRETE EXCEPT FOR THE AREA WITHIN THE BOUNDARY OF THE LAZY RIVER. IF THE WATER PARK IS MOWN ON MONDAYS WHEN THE PARK IS CLOSED, CITY WORKERS WILL REMOVE THE FURNITURE FROM THE GRASS. IF THE PARK IS MOWN ON ANY OTHER DAY, THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING THE FURNITURE FROM THE GRASS TO MOW, AND THEN REPLACING THE FURNITURE BEFORE THE PARK OPENS FOR BUSINESS.**

**A NUMBER OF QUESTIONS WERE ASKED ABOUT THE BOUNDARIES OF THE PARKS AND MOWING AREAS AS OPPOSED TO THE WAY THEY ARE SHOWN ON THE MAPS IN THE RFP PACKET. FOLLOWING THIS PAGE ARE UPDATED VIEWS OF THE PARKS WITH ACCURATE BOUNDARIES DRAWN IN.**



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