

AGREEMENT FOR
PARKS AND FACILITY LANDSCAPE MAINTENANCE

City of Glendale Solicitation No. RFP 16-23

This Agreement for Parks and Facility Landscape Maintenance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Environmental Earthscapes, Inc., dba The Groundskeeper, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the 22 day of March, 2016.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-23 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$3,818,856 over six (6) years, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Environmental Earthscapes, Inc., dba The Groundskeeper
c/o Paul Tripp
620 North Golden Key
Gilbert, AZ 85233

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Fred Abraham
6210 West Myrtle Avenue
Glendale, Arizona 85301
623-930-2045

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

- 12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional five years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

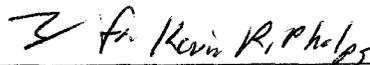
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Compensation
- Exhibit C Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation



By: Kevin R. Phelps
Its: City Manager

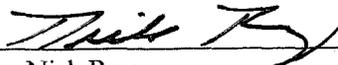
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

Environmental Earthscapes, Inc., dba The
Groundskeeper,
an Arizona Corporation



By: Nick Perez
Its: Regional Branch Manager

EXHIBIT A

Parks and Facility Landscape Maintenance

City of Glendale Solicitation No. RFP 16-23

PROJECT

[See attached]

EXHIBIT A



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-23

DESCRIPTION: PARKS AND FACILITY LANDSCAPE MAINTENANCE

PUBLISHED DATE: NOVEMBER 19, 2015

OFFER DUE DATE AND TIME: DECEMBER 17, 2015, BEFORE 2:00 PM (Local Time)

PRE-PROPOSAL CONFERENCE: DECEMBER 7, 2015 AT 10:00 AM
The pre-proposal conference will be held at Field Operations, 6210 W. Myrtle Avenue, Main Conference Room, Glendale, AZ 85301. Attendance is not mandatory.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For all questions regarding this solicitation including scope or specifications contact:
Crista Clevenger, Contract Analyst
(623) 930-2685
CClevenger@glendaleaz.com

	<p style="text-align: center;"> City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE </p>	<p style="text-align: center;"> CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 </p>
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1.0 INTRODUCTION

The City of Glendale (“City”) is soliciting proposals from qualified contractors to provide landscape services for city parks and facilities. The contractor shall furnish all necessary supervision, labor, tools, equipment, and supplies to perform the required landscape maintenance services. Specifications relate to park maintenance standards and are described under the work details.

1.1 DEFINITIONS

The following definitions apply to the Specifications portion of the contract:

- Department Community Services Department - City of Glendale
- Park Manager Person delegated responsibility for administering contract, inspecting daily all maintenance conducted by Contractor and are authorized to make day to day decisions concerning the contract
- Supervisor Contractor’s employee authorized to direct or oversee landscape maintenance operations and is authorized to make day to day decisions concerning the maintenance service

1.2 WORK LOCATIONS

The service area includes all landscaped areas within the park, retention areas, trails and municipal facility boundaries. Service locations are listed in Section 7.1.

1.3 PRE AWARD SITE INSPECTIONS

Contractor is strongly encouraged to visit the sites and familiarize self with any conditions which may affect performance and proposal prices. Submission of a proposal will be prima facie the Contractor made a site inspection and is aware of all conditions affecting the proposal.

1.4 POST AWARD CONFERENCE

Prior to commencement of work, the Park Manager(s) shall arrange a meeting with the Contractor to discuss the operational plan for execution of the work. At this meeting, the Contractor shall provide the requirements in Section 1.5.

1.5 WORK SCHEDULE

The Contractor shall provide a complete detailed work schedule to the Park Manager(s). It will include the proposed days and times, equipment, crew size to perform the work at each work area, special crew member names and licensees that will be applying herbicides or pesticides and the name of the Supervisor(s) who will oversee the work performed. The work schedules must reflect adequate time for completion of all routine work activities on a daily, weekly, and monthly basis, as well as seasonal work activities on an annual basis. All schedules shall identify task, frequency of work, and number of workers performing each task. Routine weekly schedules shall delineate time frames for each task by day of the week. If there are changes to the weekly schedule provided, those changes will be provided to Park Manager(s)

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no later than 4:00 PM Friday prior to the beginning of each new week. These weekly schedules will reflect all routine maintenance activities.

The contractor shall provide a separate schedule for specialty maintenance work or seasonal maintenance as defined by the City upon request that may be planned by the City.

The contractor shall provide name of supervisor and the telephone number by which to contact him/her. This shall include emergency or after hour contacts. The contractor shall provide what type of personal identification (shirts, badge etc.) the employees shall use while on city property.

All work shall be performed during daylight hours. Contractor's work hours must correspond to City's. City's work hours may vary to accommodate seasonal changes, Monday through Friday. Any work that falls on a holiday will be at the sole discretion of the contractor to work at no additional cost to the City. No work will be performed on weekends (Saturday or Sunday) without prior written approval of the Park Manager(s). Contractor may be required to provide maintenance at a specific time at certain locations such as parks located next to a school. Work shall be performed by an optimal crew size and knowledge adequate to complete the work in a timely and professional manner as it pertains to the schedule provided.

Contractor shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor and approved by the Park Manager(s). All scheduled work NOT completed during the week scheduled shall be reported to the Park Manager(s) in writing by 4:00 PM Friday of the week in question. The report shall explain why the work was not completed and outline a detailed plan for getting the work back on schedule as soon as is reasonable and agreed upon by both the Park Manager(s) and the Contractor.

Work will be scheduled so that it will not disrupt the functions of normal day-to-day operations of the parks and the facilities located within them.

All schedules shall be subject to Department approval of the Park Manager(s). Thereafter, significant changes in the schedule must be submitted in writing to the Park Manager(s) and accompanied by a proposed revised schedule. Upon approval, the Contractor may implement the revised schedule.

The Department reserves the right to make adjustments in the schedule at any time in order to avoid conflict with park construction, maintenance operations, recreation programs, or special events to better serve the Department's needs.

1.6 PROJECT WALK THROUGH FOR SPECIALTY OR EXTRA WORK

A "walk through" will be scheduled when the City deems necessary with the Contractor to identify add alternate, seasonal, specialty or extra work that may be necessary to bring the contract area up to standard. All add alternate, seasonal, specialty or extra work must be agreed upon by both the Park Manager(s) and the Contractor. The walk through will be completed prior to beginning actual work. The Contractor will submit an itemized list of problems and a negotiable cost quote for correction to the Park Manager(s). The Department may also choose to make the necessary repairs or competitively bid the work. If approved by the Park

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Manager(s), payment will be in accordance with the hourly charge for extra work bid on the Price Sheet. If a written list is not received, the Contractor will accept the site conditions "as is".

1.7 PESTICIDE/HERBICIDE/FERTILIZER INFORMATION

Prior to application of pesticide(s)/herbicide(s); both post and pre-emergent and fertilizer(s) the contractor shall provide all pertinent information to the Park Manager(s) and shall include but may not be limited to at a minimum all Material Safety Data Sheets (MSDS) for each product and copies of all labels of products proposed for use under this contract. This information will be kept on file with the Park Manager(s). The pesticide (applicator) license number(s) for the company and applicable employees shall be provided. The City reserves the right to change any application schedule and product.

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2.0 SCOPE OF WORK

It is expressly understood by the Contractor that the intent of this Contract is to supply complete landscape and park maintenance services for the City Community Services Department.

2.1 MOWING

Contractor shall provide all necessary labor, equipment, and materials for mowing of all turf areas. In most cases, Contractor is responsible for mowing Bermuda and Rye grass in parks areas within the retention areas and improved and unimproved grass areas along trails as in exhibit A.

Prior to mowing, Contractor shall ensure that the area to be mowed is clean and free of all debris (paper, stones, bottles, tree limbs, etc.). Debris removal must be completed by the Contractor prior to beginning mowing at no extra charge to City. All debris must be disposed of properly by the Contractor. If illegal items, weapons or drug paraphernalia is identified by the contractor he/she shall immediately contact the Park Manager(s) to make arrangements for proper removal and disposal.

Mowing equipment shall be operated at the optimum speed per the manufacturer's recommendation that produces clean cutting results. Care shall be taken to control dust while mowing. All mowers shall be equipped with skirt guards and mulching blades. The blades must be properly maintained and sharpened to provide for even, clean cuts. Mowing equipment shall be the optimum size to produce clean cutting and timely results based on the work area. If there is damage to turf due to uneven cuts, scalping and varying heights of turf will be considered unsatisfactory and will be redone to the City's satisfaction. Mowing patterns shall be alternated east-west; north-south each time to avoid creating ruts and compaction. All mowing equipment should be calibrated to mow at a uniform height as designated in this RFP.

If the contractor is unable to repair ruts, uneven cuts, scalping, varying heights of the turf it will constitute a credit for those areas to the City.

If mowing causes excessive clippings, turf shall be swept and clippings removed at no additional charge to City. Excessive clippings will be defined as clippings that are not evenly dispersed over the turf area or rows of accumulated clippings designated unsightly. All clippings may not be blown into the streets and if found shall be removed by the contractor at no extra charge to the City.

Mowing and edging will be performed the same day at each site. A line trimmer may be used to trim around obstacles within the turf and around concrete areas. Care shall be taken to avoid damage to tree bark by the line trimmer or any other surface or structures. Adjoining sidewalks are to be stick-edged at all locations monthly and hardscape shall be left free of clippings and debris. Sweeping of the hardscape shall be the responsibility of the Contractor. All debris shall be removed from the work site at the end of the work day and disposed of properly by the Contractor at no extra charge to the City. Kill rings around base of trees not to exceed 3" around the trunk of the tree.

Contractor will be responsible for scheduling mowing in accordance with irrigation schedules to be provided by the City. When all or a portion of any area is not able to be mowed due to excessive ground moisture, standing water, etc., Contractor shall notify Park Manager(s) of the

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delay in scheduling, and indicate the plan to reschedule the mowing. When large portions of any contract area are not able to be mowed due to excessive ground moisture or standing water, City may deduct a reasonable pro-rated amount from the monthly payment to the Contractor if the area affected has not been completed prior to the end of the billing cycle and submittal to the City.

Upright grasses such as Bluegrass shall be maintained at a minimum height of two and a half (2 ½) inches every 7 days at all regional, community parks, unimproved areas along trails, and retention areas, Civic Center, Elsie McCarthy and Murphy Park. Other locations not identified to be mowed every 10 days unless requested by City every 7 days during the turf growing season. Other grasses such as Bermuda shall be maintained at a height of two and a half (2 ½) inches per the same designations. The Contractor will be responsible to schedule the mowing to maintain the turf at the desired height, which has typically been between 7 – 10 days

At premium locations as defined in exhibit A, the grass shall be cut using a reel mower and maintained at minimum height of 1" every 7 days. Over seeded Rye grass shall be mowed at ¾".

2.2 TREE PRUNING

All pruning is to be supervised by a Certified Arborist or Certified Tree Worker as accredited by the International Society of Arboriculture (ISA). A minimum of one (1) Contractor employee actually pruning at any given site shall be an ISA Certified Arborist or Western Chapter Certified Tree Worker, and shall have working knowledge of the American National Pruning Standards (A300) and ISA Tree Pruning Guidelines, and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1). The Contractor shall obtain prior approval before completing any tree pruning. Tree pruning is considered extra work or add-alternate and will be paid per the fees on the Price Sheet for add alternate work for premium locations as defined in exhibit A. All work to be performed will be approved by the City certified arborist in accordance with the City standards and to the satisfaction thereof.

2.3 ROUTINE, PARTIAL, AND TRAINING PRUNING

Broadleaf and conifer trees will be pruned as needed to maintain their natural shape. The Park Manager(s) will assist the Contractor and Supervisor in identifying trees which require routine, partial, or training pruning. Pruning shall be performed following best accepted arboriculture practices, no stubs or topping are permitted.

Undergrowth will be pruned when needed from all trees throughout the year, regardless of height. Trees will be pruned to approximately nine (9) feet above the ground level (vertical clearance) to facilitate visual inspection of parks and basins, and as necessary to remove dead, diseased, or injured wood; to control or direct growth; to eliminate growth encroaching on roadway or pedestrian walkway; and to raise the canopy in accordance with instructions from the Park Manager(s).

Properly maintained pruning saws, pole saws, hand pruners and loppers are approved for routine, partial and training work. Hand shears and loppers shall have two (2) cutting edges; anvil-type pruners are not acceptable. Chain saws, gas powered or electric trimming devices shall not be used for this type of pruning without the consent of the Park Manager(s).

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The Contractor shall obtain prior approval before completing any routine, partial, or training pruning.

2.4 COMPLETE PRUNING

When circumstances require a complete pruning of a mature tree, equipment and personnel will include the following: a minimum of one Certified Arborist, one certified tree worker, one ground laborer, chipper/shredder, tree truck and other equipment necessary to perform the task. The Contractor shall obtain prior approval before completing any complete pruning. Complete pruning is considered extra work and paid per the fees on the Price Sheet for add alternate work. The Contractor shall obtain prior approval before completing tree pruning maintenance.

2.5 SHRUB PRUNING

Shrubs will be pruned as needed to maintain and encourage natural form and size. Adjustments shall be made under the following conditions:

- Pedestrian or bicycle clearance and safety
- Thin to promote plant health
- Particular plant species that would affect the flowering capability of the plant
- Appropriate time of year

Shrubs that are intended to form a solid hedge and have been sheared shall continue to be sheared until otherwise directed by the Park Manager(s). Shrub pruning is considered extra work and paid per the fees on the Price Sheet for add alternate work.

Herbaceous perennials shall be pruned to the base annually. Such shrubs include, but are not limited to, brittle bush, lantana, primrose jasmine, bunch grasses, and red bird of paradise.

Woody perennials such as leucophyllum spp., oleanders (other than petite), cassias shall be pruned to the base only as directed by the Park Manager(s). Otherwise pruning shall be done from the inside out, no tip cuts or shearing. All cultural practices should encourage and enhance natural form of the plant material.

Shrubs shall be pruned as necessary to facilitate visual inspection of the irrigation system to include but not limited to leaks, valves, heads, nozzles etc., and as necessary to remove dead, diseased, or injured wood; to control or direct growth; and to eliminate growth encroaching roadway or pedestrian walkway in accordance with instructions from the Park Manager(s).

All non-turf landscape areas shall be raked and debris removed to prevent the accumulations of trash and debris underneath plant material bi-annually. Blowing or raking debris, leaves, grass clippings or any other matter into the street or parking lot is not permitted. Items collected during the process of cleaning trash removal shall be disposed of by the Contractor. Plants shall be trimmed so as not to conflict with pedestrian or vehicular traffic. When sufficient amount of leaves or debris accumulate under or around plant where by the landscape rock is not visible, raking to remove all debris shall be completed biannually at the direction of the Parks Manager(s) and to be considered part of the total contract price.

The Contractor shall obtain prior approval before completing any shrub pruning maintenance.

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2.6 PALM TREE PRUNING

Palms will be pruned one (1) time per year between May 1 and August 31. Palms will be pruned after flowering but prior to fruit drop at a ten and two standard.

Palms shall be pruned up to one foot, one time per year. This shall include maintaining and continuing the skinning of fan palms within two feet from the canopy.

The Contractor shall obtain prior approval before completing any palm tree pruning. Palm tree pruning is considered extra work and if implemented to be paid at a price per Palm Tree and listed on the Price Sheet.

2.7 DATE PALMS

Palms will be pruned to maintain frond shape and removal of seedpods before fruiting per industry standard for palm tree pruning.

2.8 FAN PALMS

Maintain frond shape and removal of seedpods before fruiting per industry standard for palm tree pruning.

2.9 PLANT REMOVAL

All evasive, invasive, or volunteer plants shall be removed by the contractor at no additional charge to the City. This includes unwanted plant material that does not correspond with existing landscape palette or the immediate area landscape. Evasive or invasive plants shall include any volunteer plant material growing within another accepted plant. These situations should be remedied immediately upon recognition and without notification or delay.

Contractor shall remove and dispose of trees, shrubs and groundcover which become severely distressed or which die as a result of storm damage, vandalism, age, pests or disease. Contractor shall mark the plant with tape or paint and notify the Park Manager(s) of the location, type and size of plant to be removed. All plants being removed shall be inspected by the Park Manager(s) before removal from the site. Holes from removed trees and large shrubs shall be filled and refilled with similar material or landscape material that is adjacent to the area, such as decomposed granite, wood chips, etc. by Contractor until maintaining grade level. Stumps shall be dug out entirely where possible. When this is not possible stumps shall be ground to a minimum of 3 inches below grade, remove all wood chips and cover the disturbed area with similar material surrounding it to the City approval and satisfaction. During all plant material removal, all irrigation damage will be reported to the Park Manager(s) upon findings by contractor. The contractor is expected to review any existing irrigation in the area prior and post removal.

Plant removal shall be considered as extra work and paid for per the hourly charge on the Price Sheet under shrub or tree maintenance, replacement and/or removal.

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2.10 PLANT REPLACEMENT

At the Park Manager(s) option, replacement plants may be furnished by City and planted by the Contractor in accordance with the hourly charge on the Price Sheet under tree or shrub maintenance, replacement and/or removal. Labor and equipment to install the plant materials shall be the Contractor's responsibility. Plant selection and planting methods will be in accordance with good horticultural practices and subject to approval by the Park Manager(s). All plant replacement activities will be coordinated with the Park Manager(s) to ensure irrigation infrastructure is provided and inspected post replacement, as appropriate. If plants are not replaced, the drip system must be plugged at those locations.

2.11 GENERAL PLANT MAINTENANCE

It is the Contractor's responsibility to perform all horticultural techniques necessary to promote and maintain healthy growth of plants. Plants are chosen for the natural shape and growth habit. All cultural practices should encourage and enhance the natural form of the plant material. Pruning should not alter this form appreciably. Plants shall be allowed to grow to their natural genetic form and size, unless specifically approved by the Park Manager(s).

Staking, wiring, tying, removing or loosening ties, and removing stakes shall occur as needed. Suckers will be removed as needed. Immediately after wind storms, Contractor shall inspect all sites for trees needing re-staking and rewiring. Stakes or lodge poles will be provided by City.

Spraying or dusting required to prevent a plant from being damaged by an organism shall be accomplished as needed. Palm trees will be treated with a copper fungicide (Bordeau or equivalent) to prevent bud rot. This treatment shall be coordinated with the annual palm pruning.

Olive trees shall be sprayed twice during the bloom period with "Olive Stop," Embark or equivalent to reduce fruiting in accordance with industry standards and approved schedule at all locations where olive trees are located.

Contractor shall be responsible for purchasing appropriate chemical and apply chemicals within the guidelines set forth by the Arizona Structural Pest Control Commission. Contractor shall provide all pertinent information to the Park Manager(s) and shall include but may not be limited to at a minimum all Material Safety Data Sheets (MSDS) for each product and copies of all labels of products proposed for use under this contract.

Sight and vehicular or pedestrian obstructions shall be pruned immediately upon discovery, or within 24 hours of notification (one working day).

All cuttings will be removed from the area and disposed of properly by the end of the work shift by the Contractor at no extra charge to the City.

In the event a plant dies or is severely damaged as a result of neglect, inadequate care, or inadequate maintenance, the Contractor shall be responsible for complete replacement at no cost to City. Replacement plants shall be nearest size nursery stock available to the plant being replaced.

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2.10 FERTILIZATION

2.10.1 TURF

Contractor shall be responsible for coordinating fertilization with irrigation and mowing schedules. The Contractor is not responsible for fertilizing native grass (unimproved) areas. The contractor is responsible to fertilize parkland, retention areas and/or trails as necessary at the rates listed below for the grasses identified. The Contractor shall be responsible for the purchase and application of fertilizer. The actual cost for the purchase and application of fertilizer shall be built into the base price of mowing, fertilization, trash removal, and pesticide / herbicide application in accordance with manufacturer's guidelines and the City guidelines. Any conflicts in those guidelines will constitute a written determination as agreed upon by the City and the Contractor.

2.10.2 APPLICATION FREQUENCY

- **Bermuda** will be fertilized one (1) time per year.
April – 16-10-4 at 1 lb. nitrogen per 1,000 square feet or equivalent.
- **Rye** will be fertilized once per month during the growing season with 21-0-0 at 1 lb. nitrogen per 1,000 square feet.

2.10.3 GENERAL FERTILIZATION

All plants shall be observed for signs of nutrient deficiencies throughout the year. If requested, the Contractor will work closely with Park Manager(s) to correctly diagnose, treat, and correct deficiencies. The Contractor will submit a quote for time and materials to correct deficiencies and said work will be approved in writing as agreed upon by the City and the Contractor.

2.11 CORE AERATION

Contractor shall be responsible for coordinating aeration with irrigation and mowing schedules.

Contractor shall provide aeration compatible to the turf and soil conditions for each site. Options include solid tine, core, and/or 6" deep verticut. Any plugs must be swept or mowed into the turf at no extra charge to City. Prior to aeration, the Contractor will provide the Park Manager(s) written recommended aeration method for each site for approval.

Turf maintenance such as aeration shall be included in the base price of mowing, fertilization, trash removal, and pesticide / herbicide application.

Turf will be core aerated one (1) time per year.

Bermuda turf areas which are not over-seeded may be selected by the Park Manager(s) for additional dethatching during October. This shall be considered extra work and payment will be in accordance with the hourly fee on the Price Sheet under General Laborer and approved by the Park Manager(s).

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2.12 WEED CONTROL

2.12.1 GENERAL WEED CONTROL

Contractor shall provide a detailed plan and application process to the City for all weed control in all locations.

All areas such as planters, parking lot islands, granite areas, raked earth, sidewalk expansion joints, curb lines, utility boxes, flower beds and the like will be kept free of all grasses, weeds and unwanted plants or volunteers.

Weeding services shall be provided on a weekly basis to ensure that weeds do not become established. Weeds may be removed either by hand or with chemicals. Park Manager(s) reserves the right to inspect equipment used in weed control. Any chemical used in weed control must be pre-approved by the City prior to use by the Contractor.

Contractor shall be responsible for any adverse effects on, or death of, plant materials, including runoff and drift onto adjacent properties, caused by application of chemicals. Plants killed or severely damaged by herbicides shall be replaced by the Contractor with the nearest nursery stock available to the size of the dead or severely damaged plant at no additional cost to the City. The treated soil area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance potential survival and growth of the replacement plants.

Pre and post emergent herbicides will have a pre-approved dye provided by the contractor by the City to be added to facilitate application process and uniformity.

Whenever herbicides are applied, the Contractor shall report the activity along with the Weekly Work Report by specific location(s), by attachment of copies of the spray log. A list of herbicides used and the amount/ratio applied shall be provided to the Park Manager(s) with the Weekly Work Report, with copies to the Park Manager(s). An annual summary of chemicals used shall be provided at the beginning of each contract renewal.

Contractor shall apply all herbicides in strict compliance with the manufacturer's instructions as they appear on the label and as approved by the rules and regulations of the Department of Agriculture, Office of Pest Management (OPM).

2.12.2 TURF AREA WEED CONTROL

Weeds in turf shall be controlled by mowing and through the use of post emergent herbicides at such intervals that height of weeds does not exceed two (2) inches in height of the grass. Low growing varieties such as burr clover will be controlled with herbicide treatments to prevent density from exceeding a reasonable percentage (no more than 10%) of the turf. The contractor must communicate within their own workforce to ensure the issues are recognized and addressed without notification from the City.

A three (3) inch "kill ring" may be maintained "grass and weed free" around all trees located in turf through the use of herbicides. Where tree guards are in use, turf may be allowed to grow up to the trunk and controlled with a monofilament line trimmer. Care shall be taken to avoid damage to tree bark by line trimmer.

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A routine pre-emergent treatment program as part of the regularly scheduled work is required. Long term control pre-emergent herbicides such as Gallery, Pennant or equivalent will be applied to all turf areas twice a year in February and October or agreed upon alternative months.

Contractor shall furnish all chemicals, pesticides, equipment and labor to provide pest control services. Turf area weed control shall be included in the base price of mowing, fertilization, trash removal, and pesticide / herbicide application.

2.12.3 PRE-EMERGENT/TURF

The application of pre-emergent chemicals is to prevent and control seed germination in turf areas. Pre-emergent will be applied twice a year in February and October or agreed upon alternative months.

2.12.4 POST-EMERGENT/TURF

The application of post-emergent chemicals will be to eliminate existing weeds in turf areas. Application will occur as needed and within three working days of identification of weed problem.

Pre and post emergent herbicides will have a pre-approved dye provided by the contractor by the City to be added to facilitate application process and uniformity.

2.13 DECOMPOSED GRANITE AREAS

All decomposed granite areas are to be maintained free of evasive unwanted plants, weeds and grasses or volunteers. If volunteers, unwanted evasive plants, weeds or grass develop beyond two (2) inches in heights or four (4) inches in length or exceed 10% or more of decomposed granite area, they shall be removed by hand. Plant residue will be collected and removed from the site by the end of each work shift. All disturbed granite and earth shall be restored to original condition when weeding by hand is completed.

A routine pre-emergent treatment program as part of the regularly scheduled work is required. At a minimum, long term control pre-emergent herbicides such as Surflan, Barrier or equivalent will be applied two (2) times per year during spring (by March 15) and fall (by December 15th) to all granite areas per the City, with the exception of any native seed/wildflower areas. Before pre-emerge application, the area must be free from weeds.

Application of pre-emergent is not to be applied during inclement weather conditions or will need re-application by the contractor at no extra cost to the City.

Vegetation killed or severely damaged shall be replaced by the contractor at no additional cost to the City.

Contractor shall furnish all chemicals, pesticides, equipment and labor to provide pest control services. Granite area weed control shall be included in the base price of mowing, fertilization, trash removal, and pesticide / herbicide application.

The contractor shall adhere to all federal and state requirements for weed control as established by the Arizona office of pest management (OPM).

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2.13.1 PRE-EMERGENT: DECOMPOSED GRANITE

The application of pre-emergent chemicals will be to prevent and control seed germination in granite areas. Pre-emergent will be applied twice a year in February and October.

2.13.2 POST-EMERGENT: DECOMPOSED GRANITE

The application of post-emergent chemicals will be to eliminate existing weeds in granite areas. Application will occur as needed and within three working days of identification of weed problem. Dye supplied by the contractor must be added to the post emergent application.

2.14 STRUCTURES AND BOUNDARIES

Fence lines, utility poles, backflow preventor unit cages, borders of play courts, buildings and block walls, expansion joints, sidewalks/multi-use paths/trails, curbs, gutters, medians, etc. will be maintained free of weeds.

All perennial/noxious weeds shall be treated with an approved systemic herbicide before reaching two (2) inches in height or four (4) inches in length. If weeds develop beyond two (2) inches in height or four (4) inches in length prior to treatment, or if identified at any time by the City to the contractor, the Contractor shall be responsible for removal of the weeds by hand and restoration of the disturbed area. Contractor shall be required address developed xeriscape areas when 10% of the area contains weeds.

2.15 PEST CONTROL

The Contractor shall notify the Park Manager(s), in writing, of a control pests infestation within the contracted area. Pests may include, but are not limited to, those which burrow, crawl, fly, nest or otherwise reside within the contracted landscape area. Pest removal services shall be the responsibility of City.

2.16 EROSION CONTROL

Turf and granite areas shall be inspected for erosion control/re-grading once per week. Minor erosion problems caused by routine operation of the irrigation system, or by the Contractor's employees or equipment, shall be the Contractor's responsibility to repair. No additional payment will be made for this item.

Contractor is not responsible for major erosion problems and damage caused by storms or vandalism. Such damage shall be reported to the Park Manager(s) on the day they are observed and noted on the Weekly Work Report. City may elect to repair the erosion damage or request a quote for the Contractor to repair under the General Laborer hourly fee on the Price Sheet.

2.17 TRASH REMOVAL / LITTER CONTROL

The Contractor is responsible for removing and disposing from sites all waste handled and/or generated the day of service in performance of the contract. The City is not required to supply

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an on-site area or facility for storage or removal of Contractor waste. Dumpsters located in parks may not be utilized by the Contractor for disposal of trash or debris. All debris removed from the contract area shall be properly disposed of by the Contractor in compliance with Federal, State, County and City laws. The Contractor is solely responsible for any disposal fees (dumping charges) incurred and at no additional cost to the City.

Inspecting and cleaning of all barbeque grills will be considered under Trash Removal / Litter Control. The Contractor will be responsible to inspect and remove old charcoal and debris for barbeque grills the day of service in performance of the contract. This task should be completed the same day that trash receptacles are serviced.

Trash removal / Litter Control shall be included in the base price of mowing, fertilization, trash removal, and pesticide / herbicide application.

City staff shall be responsible for all City sponsored special event cleanups including trash. The contractor may be asked to assist in event cleanups under special circumstances on a time and material basis.

2.18 TRASH RECEPTACLES

All trash receptacles shall be emptied and fitted with new disposable liners once each day of service per contract area and disposed of properly. The definition of trash is paper, cans, bottles, broken glass, cardboard, palm fronds, branches and any unsightly material that has accumulated, or illegally disposed of within the contract area. Contractor is responsible for providing all trash liners for the trash receptacles. Trash liners shall be a minimum of 3 mil thickness.

Standing water shall be removed from the receptacles. Contractor shall notify Park Manager(s) of a need for draining holes in receptacles.

Contractor is responsible for proper placement of trash lids on, and permanent liners in, the trash receptacle after collection of disposable liners. Contractor shall notify the Park Manager(s) when additional receptacles are needed or if trash receptacles need to be painted or replaced due to damage.

Trash removal / Litter Control shall be included in the base price of mowing, fertilization, trash removal, and pesticide / herbicide application.

2.19 POLICING OF GROUNDS

All trash, paper, cans, bottles, rocks, visible pet waste, small tree limbs and other forms of litter shall be removed. Turf, landscaped areas, xeriscape, playground and walkways will be included in trash removal (Any area or amenity within park or property boundary). Debris will be dislodged (by using rakes, brooms, or blowers), collected and removed. Particular attention will be paid to areas where the public congregates (near buildings, ramadas, picnic tables, benches, bleachers, etc.). Cigarette butts shall be collected and removed. If illegal items, weapons or drug paraphernalia is identified by the contractor he/she shall immediately contact the Park Manager(s) to make arrangements for proper removal and disposal.

During litter patrol the contractor is required to notify Park Manager immediately (via phone call,

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text, or email) of any large broken tree limbs (fallen or hanging) or any unusual circumstance that may cause or result in injury to park patrons, renders an amenity unusable, or significantly impacts the appearance or aesthetics of the park or facility.

2.20 TRASH REMOVAL / LITTER CONTROL FREQUENCY

All service locations listed in Section 7.1 will have a minimum service level of two (2) times per week. Trash receptacles should be plentiful enough to hold all the trash generated between servicing without overflowing.

2.21 SCOPE OF SERVICE ADDITIONS, SUBSTITUTIONS AND DELETIONS

- The City reserves the right to substitute, expand, reduce and/or delete maintenance service areas during the contract period;
- In the event of such a substitution or deletion of maintenance service areas, the City will give the contractor ten (10) days' notice prior to date of discontinuance of maintenance services and responsibilities;
- In the event of additional service requirements, the City and Contractor shall agree upon changes in writing by completing an Amendment to the Agreement; any addition of services will be of similar size to the current scope of work.
- In the event the City and the contractor cannot agree on maintenance charges, the City reserves the right to maintain the additional areas with City personnel, or other outside contract services;
- The City reserves the right to make changes to the schedule(s) when it is deemed to be in the City's best interest; and
- **The Contractor shall not be compensated for the loss of work due to deletions and/or substitutions.**

2.22 END OF CONTRACT CONDITIONS

During the last month of the contract the Park Manager(s) and the Contractor will make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by the outgoing Contractor will be listed and evaluated by the Park Manager(s). The Park Manager(s) will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the outgoing Contractor. The same will apply even if the current (outgoing) Contractor has been awarded a new contract, or the contract extended, for the same areas.

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3.0 SPECIFICATIONS

3.1 RECORDS & REPORTING REQUIREMENTS

The Contractor must keep a Weekly Work Report, and other reports as required, and deliver them to the Park Manager(s) the following Monday electronically by no later than 4:00PM. These reports may be modified at any time to meet the needs of the City. Contractor is responsible for duplicating any required forms at the request of the City.

Extra work and emergency response or add alternate work shall be reported daily, whether completed or not to the Park Manager(s)

The Weekly Work Report shall list any delays in completing scheduled work for the week ending, details of unusual activities (accidents, vandalism), lost and found articles, property and equipment not in an operating condition (listed by description and location), etc.

The City will inspect the work listed and approve or disapprove each item for payment. Items found to be incomplete or deficient in workmanship will be noted and the contractor will be notified in writing of all deficiencies within (2) two working days. All deficiencies or incomplete work must be completed as listed in 3.5.

Verbal or text communication between the City and the contractor must be confirmed in writing either by hard copy or electronic email of the purpose of record keeping. A file will be maintained by both the City and the contractor of all communication and documentation, invoices, payments or other such records applicable to the contract.

Random inspections will be performed at least twice a month by the Parks Manager(s) to identify maintenance problems and may incorporate a contractor designee at the City discretion. Vandalism will also be noted during inspection.

3.2 SAFETY CONSIDERATIONS

Upon notifying the Park Manager(s), the Contractor is responsible for furnishing the appropriate personnel to respond to customer service requests regarded as safety related and shall furnish and place such temporary signs or notices, or temporarily close any portion of the site during maintenance operations, that the Contractor may deem necessary to adequately warn or protect the public from possible hazardous conditions. Response must be within (48) hours to repair and be completed no later than (10) ten days from the date of the request. Special precautions should be used when power equipment is operated within the vicinity of pedestrians. Caution signs will be furnished by the Contractor at no extra charge to City.

CITY, through its designees, reserves the right to issue immediate restraints or cease and desist order to Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under contract or if personnel of the Contractor have been reported as disrespectful or without proper dress attire or credentials. Corrective action must be taken by the Contractor immediately.

3.3 LOST AND FOUND

Contractor shall provide safe storage for found articles and deliver unclaimed articles the next

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Monday to the Park Manager(s) at the parks office located at 6210 W Myrtle Ave. All incidents of lost/found shall be recorded on the Weekly Work Report.

3.4 CONSTRUCTION

When a location is under construction or otherwise taken out of service, Contractor may be relieved of all or part of the contract obligations for the area designated as construction zone. Since Contractor will not be performing full service on the area under construction, monthly payments will be reduced. The percentage of the reduction will be determined by City after discussing scope and extent of project with the Contractor.

If newly landscaped areas or parks come into service during the contract, the Contractor will be requested to submit a negotiable monthly/annual quote. Upon approval by the Park Manager(s), City will provide Contractor with a 30 day notice and any additions will become part of contract through properly executed forms.

3.5 REMEDIAL WORK

The Park Manager(s) shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract.

Contractor may be considered deficient if there exists the following (this list is not all-inclusive): plants pruned in an unacceptable manner; tree suckers; trash still existing; weeds still existing; presence of invasive plants excessive grass height and presence of seed heads; walks not edged; improper staking; excessive pruning or improper chemical application that may damage plant; any circumstance, hazardous or not, that may impact the park, facility, or adjacent properties, schedules/reports not provided to Park Manager(s).

When notice of a performance deficiency is delivered to the Contractor, the Contractor shall correct the deficiencies within the following time limits:

ACTIVITY	WORKING DAYS
• Weed Control	2
• Trash Removal	1
• Pest Control	3
• Staking/Tying	2
• Mowing/Edging	2
• Pruning/Plant Removal (routine)	5
• Pruning/Plant Removal (obstructions)	1
• Hazardous Conditions	Immediately
• Erosion Control	2
• Schedules/Reports	2
• Leaf removal (semi-annual)	2

Failure to correct unacceptable work within the above specified time frames will result in reduction of payment or non-payment for the item. Failure to correct areas named

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deficient by City may result in termination of the contract for default, unless written extensions have been authorized. All extenuating circumstances will be taken into consideration (delays in parts, adverse weather conditions, etc.) by City. If Contractor fails to correct the problem, City reserves the right to correct the situation in any manner. The cost of services performed by City personnel or separate contract will be deducted from the monthly invoice and subsequent payment to the Contractor.

3.6 EQUIPMENT

The Contractor shall provide and maintain, during the entire period of this contract, equipment sufficient in number and optimal condition for the City to efficiently perform the work and render the services required by this contract and in compliance with all state regulatory laws.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. Truck beds shall be tight and have enclosed sideboards capable of containing any refuse collected. Refuse, tree trimmings and similar material in truck beds shall be covered when traveling on City streets at no additional cost to the City.

The Contractor's vehicles shall be clearly marked with the company name and/or logo and parked in conspicuous areas so not to impede the use of park or facility amenities or infrastructure.

If any vehicle or piece of equipment leaks any type of fluid(s) to any ground surface(s) it must be quarantined, removed from the premises and fixed by the contractor at no additional cost to the City before returning to service. All fluids must be removed and disposed of by the Contractor in accordance with all local, state and federal guidelines at no additional cost to the City. All contractor vehicles must be equipped with overhead caution lights and use orange cones and/or safety signage to notify pedestrian/public and vehicle traffic of work zone. Contractor must stay on designated sidewalks, trails and established driving areas of parks and facilities while performing duties and shall vary ingress or egress to and from parks and facilities to avoid creating ruts and paths. Contractor is responsible for any damage to the turf, irrigation system, and decomposed granite areas or concrete caused by their vehicles or equipment.

3.7 SUPERVISOR & STAFFING

The Contractor shall provide the Park Manager(s) with names and telephone numbers of all on-site supervisory personnel. One full-time Supervisor shall be on the job site eight (8) hours per day, five (5) days per week or any other combination of a 40 hour work week and shall not have any additional duties other than incidentals. In addition, crew size and supervision by a crew leader or foreman should be such as to not compromise the contractual obligations at each location or not exceed industry standards.

Contractor shall provide the Park Manager(s) with the name of Certified Arborist(s) and/or Certified Tree Worker(s). Must carry proof of certification and provide Park Manager(s) an updated list of certified employees bi-annually.

The supervisor(s) and arborist/tree worker(s) must be knowledgeable in their area of responsibility and have no less than twelve (12) months full time experience with equivalent

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size and scope in the last twenty-four (24) months, performing in the same capacity. Full time is defined as eight (8) hours per day, five (5) days per week, except holidays. If City does not feel the Supervisor or arborist/tree worker is qualified, the Contractor shall remove him/her from that position.

The Supervisor shall have in his possession a copy of the contract at all times while on the work site and shall have a clear understanding of contract locations, their limits and boundaries.

In order to meet the specifications of this contract, it is anticipated that the Contractor will need to provide additional personnel during peak growth seasons and when annual specialty work (palm pruning, fertilization, aeration, pre-emergent applications, etc.) is scheduled. All additional charges that may pertain to extra work will be according to line item pricing of the contract and or time and materials as agreed upon by the City and the Contractor in writing.

It is important that a minimum of one member of each work crew (preferably the crew chief or foreman) be sufficiently proficient in English language and be able to receive and transmit instructions from the City Park Manager(s) or designee. It is required that the supervisor who coordinates tasks with the City shall be proficient in the English language and transmit and receive instructions from the City Park Manager(s) or designee.

3.8 LICENSE REQUIREMENTS

The Contractor shall retain in force, during the term of this contract, the appropriate licenses for herbicide/pesticide application from the Department of Agriculture; Office of Pest Management (OPM) as well as other licenses which may be required by law. Contractor shall furnish the Park Manager(s) with copies of the applicable licenses and certificates when necessary.

3.9 BASIS OF PAYMENT

An invoice shall be submitted by the Contractor to the Park Manager(s) on a monthly basis, after the month is completed. All invoices, purchase orders or change orders shall contain the contract name and number, Contractor's name, address and telephone number, the name of the Contractor's representative to contact concerning billing questions, and a brief description of work completed. A copy of any change order or change order shall accompany the invoice. The Contractor shall be paid monthly in arrears, generally within 30 days of receipt of the properly executed invoice.

3.10 MOWING, FERTILIZATION (one (1) time per year), AERATION (one (1) time per year), WEED CONTROL, TRASH REMOVAL / LITTER CONTROL

The fixed monthly rates for mowing, fertilization, aeration, weed control, and trash removal / litter control includes all necessary labor, equipment, materials and supplies to perform the services as required in this Specification. Monthly invoice will be 1/12 of the annual base bid. The monthly rate will be paid for satisfactory maintenance in conformance with contract requirements, determined through inspection and acceptance by City. The sections of the specifications that correlate to this base price are; 2.1, 2.10, 2.12, 2.17, 2.18 and 2.19.

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3.11 REPAIRS AND EXTRA WORK

The Contractor shall submit an estimate to the Park Manager(s) prior to work. Estimates will be reviewed, and if acceptable, approved and work scheduled. Work will be executed on a time and material basis or an agreed lump-sum price, depending on the nature of the work. Contractor shall maintain records to distinguish these costs from other contract operations. City reserves the right to perform the work by others if in the best interest of City. Upon completion of an approved repair, the contractor shall be paid in accordance with the Price Sheet and proper invoices.

The bid hourly rates for Laborer, Operator, Tree Worker, and Pruning Crew will remain firm for the duration of the contract. Hourly rate shall include labor, tools, and equipment but shall NOT include travel time to and from the site. Travel time will not be paid for by City.

Workers performing routine and seasonal landscape maintenance work shall NOT be interrupted and used on repairs and extra work for which the Contractor is to receive supplemental pay under this section.

Extra work shall generally consist of repairing and making improvements to the landscape features and support systems, e.g. replacement of trees and shrubs due to storms or vandalism, and complete pruning services.

Routine workers should not allow any extra or seasonal work to adversely impact timelines for completion of the routine duties of this contract.

Replacement plants and materials such as tree stakes shall be furnished by City. The Park Manager(s) may grant approval to the Contractor to purchase the above mentioned items and invoice City in accordance with the Price Sheet and this specification. All parts, fixtures, and hardware shall be replaced in like kind unless otherwise directed by the Park Manager(s). Parts and fixtures that are removed for replacement shall be returned to the Park Manager(s).

3.12 CITY RESPONSIBILITY

The City shall provide a list of all parks, retention areas, buildings or other work areas, a list of contacts phone numbers and emergency contacts to the contractor.

City shall be responsible for furnishing water and electricity for maintenance of landscaping. City shall provide schedules and other information that may impact the activities of the Contractor.

The Park Manager(s) shall perform periodic inspections to ensure compliance with contract requirements per 3.1. If deficiencies are noted, a deficiency report will be furnished to the Contractor.

The Park Manager(s) shall schedule at a minimum monthly meetings with the Contractor to review performance. This may include random on-site inspections as necessary.

City shall be responsible for extra work beyond the scope of the contract. The Park Manager(s) may elect to have extra work and repairs performed by the Contractor in

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accordance with the hourly charge on the Price Sheet, or may elect other means of repair.

The Park Manager(s) shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract.

The City shall provide a contact list to the contractor of key personnel to facilitate any questions or concerns of the contractor beyond normal business hours.

3.13 CONTRACTOR RESPONSIBILITY

The Contractor shall comply with the Social Security Act, Worker’s Compensation laws and Unemployment laws of the State of Arizona as well as all local, state, and federal legislation, rules and regulations relevant to the Contractor’s business and the performance of all duties associated with landscape maintenance services.

The Contractor’s Supervisor and additional personnel as deemed necessary by the Department must be literate and fluent in the English language. This is not meant to require that all Contractor personnel speak, read and write English. Contractor is responsible for ensuring personnel can respond to warnings of emergencies and hazards, respond to law enforcement authorities, read and understand cautionary statements on herbicide and pesticide labels, and communicate with City personnel. The English requirement is made with the intent that communications between Contractor’s employees, City personnel and the public will be understood.

The Contractor shall carry on the operation in such a manner that damage is not inflicted to existing grounds, landscaping, utilities, or other structures. In the event the Contractor causes damage to City property, the Contractor shall replace or repair the same at no cost to the City as directed by the Department. If damage caused by the Contractor has to be repaired or replaced by City, the cost of such work shall be deducted from City’s monthly payments to the Contractor.

Contractor is required to maintain a 24 hour “emergency” telephone line or point of contact and return calls within one (1) hour of reported problem/incident. Contractor will begin response of any identified problem/incident ASAP within (24) twenty four hours of the call, unless due to unforeseen circumstances (force majeure, out of stock items, etc.). In unforeseen cases response will be within a reasonable time frame as agreed upon by the City and the Contractor.

Contractor shall provide the Park Manager(s) with the names and phone numbers etc. of all supervisory personnel who will oversee this contract. These supervisory personnel shall assist the Park Manager(s) in making random on-site facility inspections and in coordinating other operational requirements.

Contractor’s employees shall be required to wear a clean uniform bearing the Contractor’s company name. All employees shall conduct themselves in a professional and courteous manner at all times.

Contractor will be required to sign a City generated form, clearly listing key(s) of key(s) issued and for their specific locations at the time of post award meeting. The form will be signed by the contractor and City designee. If Contractor or Contractor’s employees lose a key(s), Contractor will be required to pay for the cost of having duplicates made at the current market

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price. If a breach of security results from the loss of keys, requiring that locks must be changed or rekeyed, an additional charge per lock will be made at the current market price. These charges will be deducted from monthly payments made to the Contractor by the City and all applicable charges verified to the contractor by the vendors charges.

Contractor is responsible for ensuring that all employees have a legal right to work according to all applicable local, state and federal laws.

Contractor employees are not to be accompanied in the work area by acquaintances, family members, or any other person unless said person is an authorized Contractor employee.

All contractor or subcontractor vehicles must be clearly marked with company logo on the both the driver's and passenger's sides of the vehicle(s). All vehicles upon entry into the park must engage the hazard lights and activate yellow caution light bar or portable yellow caution light on the cab roof.

3.14 CONTRACTOR DEDICATED EMPLOYEES, EMPLOYEE CONDUCT AND CONTACT INFORMATION

- The contractor shall provide supervision and on-the-job training to ensure competent performance of the landscape maintenance work. City reserves the right to have an individual removed from this contract due to inappropriate behavior towards staff or citizens;
- The contractor shall furnish at least one field supervisor (working foreman) for the contract;
- The contractor shall have a field supervisor available during working hours for coordination with the City;
- The City has the right to review the qualifications of the supervisor and if the City does not feel the supervisor is qualified, the contractor shall remove him/her from that position;
- The contractor shall provide alternate contact information in the event the contractor's field supervisor is not available;
- The contractor's job manager, supervisors and service personnel using herbicides must be fluent in the English language due to the necessity to read chemical labels, job instructions, and signs, as well as the need for conversing with City management personnel and the public;
- Each of the contractor's work crews shall have a minimum of one person who is able to engage and fully understand an English speaking conversation (speaks fluent English and understands English). The contractor is responsible for compliance with all immigration and naturalization legal requirements and shall be responsible for any accidents due to contract employees being non-proficient in the English language.

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4.0 SPECIAL INSTRUCTIONS

4.1 PRE-PROPOSAL CONFERENCE

4.1.1 A Pre-Proposal Conference will be held on **December 7, 2015, 10:00 AM, Local Time, located at 6210 W. Myrtle Avenue, Main Conference Room, Glendale AZ 85301.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

4.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

4.2 **RETURN OF OFFER** The Offeror shall submit five (5) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-23 – *Original - Name of Offeror.*" (For example: RFP 16-23 – Original - ABC Company.)

The proposal responses shall be submitted in a bound format. Proposals should be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 4.3.** This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

4.3 **PREPARATION OF PROPOSAL PACKAGE** Only the following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET
- 2.3.2 OFFER SHEET, Section Three
- 2.3.3 PRICE SHEET, Section Four
- 2.3.4 ADDENDUM, Return all addenda (if applicable)
- 2.3.5 SPECIFICATIONS, Information requested in Section One and Two

4.4 **ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature,

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suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications.

4.5 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

4.5 EVALUATION CRITERIA The following criteria will be evaluated.

4.5.1 COMPLIANCE WITH SPECIFICATIONS 25%

Offers shall include Contractor's understanding of the project, a description of how they propose to accomplish the work and procedures for implementation and start up. The plan of action should include a full summary of the proposed maintenance plan: performance levels, frequency of tasks, work schedules, Supervisor's inspections and quality control.

4.5.2 COST OF SERVICE: ANNUAL PRICE 30%

Offers shall include the annual cost for each location on the Price Sheet.

4.5.3 EXTRA WORK RATES 5%

Offers shall indicate hourly rates for all classes of Extra Work on the Price Sheet.

4.5.4 REFERENCES 15%

Offers shall provide three (3) letters of references from Arizona companies for whom Contractor has provided similar service in the Metro area in the past twenty-four months. Company name, address, and phone number, contact person, length of service and brief description of scope of service and dollar amount of contract shall be provided. Contractors shall qualify themselves by giving evidence of currently performing acceptable work of the scope described by this RFP. References should provide a clear representation of the types of properties maintained.

4.5.5 CAPABILITIES 25%

Offers shall describe Contractor's experience related to government and commercial contracts for landscape maintenance, detailing tasks such as turf care, pruning, irrigation repair, trash removal, etc. Demonstrate that qualified personnel will be performing all aspects of the maintenance contract. Include length of time firm has had experience in performing this type of work and list pertinent staff by name, job title, experience and length of service with firm. Provide staffing levels (number of personnel to perform

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work specifically on this contract). Identify all appropriate licenses held and by whom. List and describe equipment (type and quantity) to be used to perform the work tasks. List a 24 hour telephone number.

- 4.6 **EVALUATION PANEL** Submittals will be evaluated by an evaluation panel consisting of (5) five members. Award shall be made to the responsive, responsible offeror whose proposal is determined to be the most advantageous to the City.
- 4.7 **PANEL CONTACT** Proposer shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 4.8 **SITE INSPECTION** Proposers are encouraged to visit the site and familiarize themselves with any conditions which may affect performance and proposal prices. Submission of a proposal will be prima facie evidence that the proposer did, in fact, make a site inspection and is aware of all conditions affecting performance and proposal prices.
- 4.9 **INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 4.10 **ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 4.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- 4.12 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 4.13 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 4.14 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

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5.0 SPECIAL TERMS AND CONDITIONS

5.1 TERM OF AGREEMENT The term of agreement for this RFP shall be for a one year initial period beginning upon the first day of the month following award of the contract.

5.2 OPTION TO EXTEND The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional five (5) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

5.3 PRICE ADJUSTMENTS Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

5.4 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

5.5 INSURANCE Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

5.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

5.5.1.1 Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

5.5.1.2 Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

5.5.1.3 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5.6 INDEMNIFICATION CLAUSE To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances,

	City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

5.7 PERFORMANCE SURETY REQUIREMENTS The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

5.8 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

5.8 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/Materials/SAVE/save-members.pdf>

5.9 CONFLICT OF INTEREST Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

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Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

“Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5.10 CONFIDENTIAL INFORMATION The City of Glendale is obligated to abide by all public information laws. If a Contractor believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the Contractor submits a formal written objection.



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6.0

OFFER SHEET

NOTE: In addition to completing this Section electronically and including it in the CD-ROM submittal, a printed version with original signature shall be submitted with CD-ROM at the time of Offer due date and time.

6.1 **OFFER** Proposer certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

	Enviromental Earthscape DBA: The Groundskeeper
Authorized Signature	Company's Legal Name
Paul Tripp	620 N. Golden Key
Printed Name	Address
Landscape Consultant	Gilbert, AZ 85233
Title	City, State & Zip Code
480-545-0456	480-545-0016
Telephone Number	FAX Number
	groundskeeper.com
Authorized Signature	Company E-mail Address

For questions regarding this offer: (If different from above)

Paul Tripp	480-545-0456	480-545-0016
Contact Name	Phone Number	Fax Number
pault@groundskeeper.com		
Email Address		

FEDERAL TAXPAYER ID NUMBER: 86-0379262

Arizona Sales Tax No. XXXXXXXXXX
 Tax Rate 8.8

Proposer certifies it is a: Proprietorship _____ Partnership _____ Corporation X
 Minority or woman owned business: Yes _____ No X

 <p>GLENDALE</p>	<p>City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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EXHIBIT A

Park/Facility Name	Street Address	Location	District	Category	Acreage
Orangewood Vista	7700 W. Orangewood	79/Orangewood	Yucca	Neighborhood	10
Acoma	5251 W Acoma Dr	53/Acoma	Sahuaro	Neighborhood	3.3
Adult Center	5970 W Brown	59/Brown	Barrel	Muni Fac	2
Amphitheatre	5850 W Glendale Ave	58/Glendale	Ocotillo	Muni Fac	1
Arrowhead Lakes	5649 W Mohawk	57/Mohawk	Cholla	Neighborhood	5
Bicentennial	5233 N 71st Ave	71/Missouri	Yucca	Neighborhood	5
Bonsall North	5821 W Bethany Home Rd	59/Bethany Home	Ocotillo	Community	10
Bonsall South	5840 W Bethany Home Rd	59/Bethany Home	Cactus	Community	7
Brian Anderson Field	6300 W Frier Dr	63/Frier	Ocotillo	Neighborhood	
Butler	8685 N 57th Ave	57/Alice	Barrel	Neighborhood	5
Carmel	5251 W Oraibi Dr	52/Oraibi	Cholla	Neighborhood	5
Chapparal	17426 N 57th Ave	57/Greenbriar	Sahuaro	Community	12
Cholla	5306 W Cholla Ave	53/Cholla	Barrel	Neighborhood	5.7
City Hall Municipal Office	5850 W Glendale Ave	59/Glendale	Ocotillo	Muni Fac	0
Civic Center and Annex	5800 W Glenn Dr	58/Glenn Dr	Ocotillo	Muni Fac	1
Clavelito	6601 N 53rd Ave	53/Ocotillo	Ocotillo	Neighborhood	2.3
Community Center North	14075 N 59th Ave	59/Redfield	Sahuaro	Muni Fac	0.1
Country Gables	15042 N 51st Ln	52/Country Gables	Sahuaro	Neighborhood	4
Delicias	7302 N 48th Dr	48/Orangewood	Cactus	Neighborhood	5
Desert Garden	6900 W Ocotillo Rd	71/Ocotillo	Ocotillo	Neighborhood	6.6
Desert Mirage	8745 W Maryland	85/Maryland	Yucca	Neighborhood	7.4
Desert Rose	6220 W Kings Ave	63/Paradise	Sahuaro	Neighborhood	7
Desert Valley	12901 N 63rd Ave	61/Sweetwater	Sahuaro	Neighborhood	6
Discovery	7969 W Maryland Ave	79/Maryland	Yucca	Neighborhood	9.1
Dos Lagos	6252 W Utopia Dr	63/Utopia	Cholla	Neighborhood	5.7
E.McCarthy Sensory Garden	7637 N 55th Ave	55/Orangewood	Ocotillo	Neighborhood	1
El Barrio	5353 W Ocotillo	54/Ocotillo	Ocotillo	Neighborhood	0.4
Field Operations Center	6210 W Myrtle Ave	62/Myrtle Ave	Ocotillo	Muni Fac	0
Fire Station 151	6851 N. 52nd Ave	52 nd & Ocotillo	Ocotillo	Muni Fac	1
Fire Station 152	6850 W Bethany Home Rd	68/Bethany Home	Ocotillo	Muni Fac	1.2
Fire Station 153	14061 N 59th Ave	59/Thunderbird	Sahuaro	Muni Fac	1.6
Fire Station 154	4439 W Peoria Ave	44/Peoria	Cactus	Muni Fac	0.9
Fire Station 155	6255 W Union Hills Dr	63/Union Hills	Sahuaro	Muni Fac	1.5
Fire Station 156	6801 W Deer Valley Rd	68/Deer Valley	Cholla	Muni Fac	1.5
Fire Station 157	9658 N 59th Ave	59/Mountain View	Barrel	Muni Fac	0.5



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Park/Facility Name	Street Address	Location	District	Category	Acreage
Fire Station 158	6261 N 83rd Ave	83/Bethany Home Rd	Yucca	Muni Fac	0.5
Fire Station 159	17159 N 63rd Ave	63/Bell Rd	Sahuaro	Muni Fac	0.5
Foothills	19021 N 57th Ave	57/Union Hills	Cholla	Regional	43
Gardenwood	7498 N 53rd Ave	53/Orangewood	Ocotillo	Neighborhood	1.5
Glendale Adult Center	5970 W Brown St	59/Brown St	Barrel	Muni fac	1
Grand Canal Linear	5568 N 78th Dr	75/Camelback	Yucca	Linear	80
Greenbrier	6955 W Greenbrier Dr	69/Greenbrier	Sahuaro	Neighborhood	3
Greenway Granada	7127 W. Nancy Rd	71/Greenway	Sahuaro	Neighborhood	6.7
Heritage	5320 W Mountain View	55/Mtn View	Barrel	Neighborhood	3.3
Hidden Meadows	7610 W St John's Blvd	79/St. John's Blvd	Sahuaro	Neighborhood	10
Hillcrest	7112 W Hillcrest Blvd	71/Hillcrest Blvd	Cholla	Neighborhood	8
Horizon	8600 N 47th Ave	47/Diana	Cactus	Neighborhood	5
Kings	5232 W Kings Ave	53/Kings	Sahuaro	Neighborhood	5
Lawrence	6130 N 62nd Ave	62/Lawrence	Ocotillo	Neighborhood	2.9
Lions	7217 N 63rd Ave	63/Frier	Ocotillo	Neighborhood	4.2
Main DPS	6830 N 57th Dr	57/Glendale	Ocotillo	Muni Fac	0
Main Library	5959 W Brown St	59/Brown	Barrel	Muni Fac	0
Manistee Ranch	5127 W Northern Ave	52/Northern	Ocotillo	Neighborhood	4.3
Mary Silva	4502 W Marshall Ave	45/Marshall	Cactus	Neighborhood	5
Maryland Lakes	4751 W Maryland Ave	47/Maryland	Cactus	Neighborhood	6
Memmingen	4910 W Cholla	49/Cholla	Barrel	Neighborhood	3
Mission	9321 N 47th Ave	47/Sunnyslope	Cactus	Neighborhood	4.5
Mondo	5704 W Hatcher Rd	57/Hatcher	Barrel	Neighborhood	5.2
Morcomb Property	No physical address	Grand Ave/Myrtle Ave	Ocotillo	Neighborhood	0
Montara	10614 N 64th Ln	64/Becker	Barrel	Neighborhood	5.3
Murphy	7017 N 58th Ave	58/Glendale	Ocotillo	Neighborhood	2.5
Myrtle Ave	7250 N 55th Ave	55/Myrtle Ave	Ocotillo	Neighborhood	1
New World	4831 W Golden Ln	48/Golden Lane	Cactus	Neighborhood	8
Northern Horizon	7700 N. 63rd Ave	63/Northern	Ocotillo	Community	40
Oasis	19400 N 79th Ave	79/Utopia	Cholla	Neighborhood	5.6
Ocotillo Rose	6050 W Keim Dr	61/Keim	Ocotillo	Neighborhood	2.2
O'Neil	6448 W Missouri Ave	64/Missouri	Yucca	Community	11
Orangewood	7100 W Orangewood	71/Orangewood	Ocotillo	Community	38
Pasadena	8586 W Pasadena Ave	87/Pasadena	Yucca	Neighborhood	3
Paseo Neighborhood Park	14025 N 63rd Ave	63/Thunderbird	Sahuaro	Neighborhood	1.9
Paseo Sports Complex	6268 W Thunderbird Rd	63/Thunderbird	Sahuaro	Community	23



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Park/Facility Name	Street Address	Location	District	Category	Acreage
Plaza Rosa	6334 N 61st Ave	61/Maryland	Ocotillo	Neighborhood	0.2
Public Safety Building	6835 N 57 th Dr	57/Lamar	Ocotillo	Muni Fac	1
Rose Lane	4917 W Marlette	51/Marlette	Cactus	Community	19
Rovey	4645 W Rovey Ave	47/Rovey	Cactus	Neighborhood	0.4
Sands	5430 W Orangewood Ave	55/Orangewood	Ocotillo	Neighborhood	5.6
Sierra Verde	7171 W Rose Garden Ln	71/Rose Garden	Cholla	Neighborhood	8
Skunk Creek Linear Park	5700 W Union Hills	57/Union Hills	Sahuaro	Linear	93
Sonorita	5832 W Market St	59/Market	Ocotillo	Neighborhood	1
Sunnyside	11408 N 62nd Ave	63/Cholla	Barrel	Neighborhood	8
Sunset	4626 W Mtn View Rd	45/Mtn View	Cactus	Neighborhood	3.6
Sunset Palms	5402 W Sweetwater	54/Sweetwater	Sahuaro	Neighborhood	8
Sunset Ridge	8600 W Missouri	86/Missouri	Yucca	Neighborhood	12
Sunset Vista	18152 N 64th Dr	64/Villa Rita	Sahuaro	Neighborhood	5
Sycamore Grove	8616 W Helen Ln	86/Emile Rovey	Yucca	Neighborhood	5
Tarrington Ranch	6300 W Butler Dr	63/Butler	Ocotillo	Neighborhood	5
Thunderbird Paseo	6011 W Thunderbird Rd	51/72	Sahuaro	Regional	55
Tierra Buena	5633 W Marconi	56/Greenway	Sahuaro	Neighborhood	5
Utopia	7180 W Utopia Rd	72/Utopia	Cholla	Neighborhood	3
Windsor	6305 W Windsor Blvd	63/Windsor	Yucca	Neighborhood	1

Facility Name	Street Address	Location	District	Category	Acreage
Retention 56 / Peoria	10600 N 56 th Ave	56 th / Peoria	Sahuaro	Retention	1.5
Retention 57 / Michigan	5714 W Michigan Ave	57 th Ave / Michigan	Cholla	Retention	1
Retention 64 / Myrtle Ave	6400 W Myrtle Ave	64 th / Myrtle Ave	Ocotillo	Retention	4.7
Retention 65 / Redfield	6503 W Redfield Rd	65 th / Redfield	Sahuaro	Retention	1
Retention 67 Mtn View	9850 N 66 th Ln	67 th / Mtn View	Sahuaro	Retention	1.5
Retention 70 / Nicolet	6963 W Nicolet Ave	70 th / Nicolet	Ocotillo	Retention	1.5
Retention 77 / Northview	7000 W Northview	77 th / Northview	Yucca	Retention	1
Retention 71 / Maryland	7030 W Maryland	71 st / Maryland	Ocotillo	Retention	1.2
Retention 74 / Luke	7475 W Luke Ave	74 th / Luke	Yucca	Retention	2
Retention 74 / Medlock	5175 N 74 th Ln	74 th / Medlock	Yucca	Retention	0.8
Retention 76 / Missouri	7729 W Luke Ave	76 th / Missouri	Yucca	Retention	1.3
Retention 79 / Camelback	7900 W Camelback	79 th / Camelback	Yucca	Retention	1
Retention 79 / Krall	7880 W Krall	79 th / Krall	Yucca	Retention	2.4
Retention 79 / Market	6630 N 79 th Ave	79 th / Market	Yucca	Retention	1.9
Retention 79 / Solano	7825 W Solano Dr	79 th / Solano	Yucca	Retention	1.4



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Retention 81 / Georgia	8100 W Georgia	81 st / Georgia	Yucca	Retention	1
Facility Name	Street Address	Location	District	Category	Acreage
Retention 82 / Maryland	8230 W Maryland Ave	82 nd / Maryland	Yucca	Retention	1.6
Retention 85 / Maryland	6601 N 85 th Dr	85 th / Maryland	Yucca	Retention	1.7
Retention 90 / McLellan	6602 N 90 th Ave	90 th / McLellan	Yucca	Retention	1.5
Retention 91 / Rose Lane	6250 N 91 st Ave	91 st / Rose Lane	Yucca	Retention	2

Facility Name	Street Address	Location	District	Category	Acreage
Foothills Sports Complex	19070 N 57 th Ave	57 Union Hills	Cholla	Community	43
Paseo Sports Complex	6228 W Thunderbird Rd	63/Thunderbird	Sahuaro	Community	23
Sahuaro Ranch Sports Complex and Dog Park	9895 N 63 rd Ave	59/Mountain View	Barrel	Community	80
Glendale Youth Sports Complex	6220 N 91 st Ave	91/Bethany Home Rd	Yucca	Community	14



ADDENDUM NUMBER ONE

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Phone: (623) 930-2865

RFP 16-23

PARKS AND FACILITY LANDSCAPE MAINTENANCE

As a result of the pre-proposal conference held on December 7, 2015, the following revisions and clarifications have been made to Request for Proposals No. 16-23:

SCOPE OF WORK

1. Section 2.6 PALM TREE PRUNING

- **ADD:** Section 2.6.1 Add Alt pricing shall be per lineal foot for skinning

SPECIAL INSTRUCTIONS

1. Section 4.3 PREPARATION OF PROPOSAL PACKAGE

- **DELETE:** 2.3.1 through 2.3.5 in its entirety
- **REPLACE WITH:**
 - 4.3.1 COVER SHEET
 - 4.3.2 OFFER SHEET, Section 6.0
 - 4.3.3 BASE PRICE SHEET, Section 7.0
 - 4.3.4 ADDENDUM, Return all addenda (if applicable)
 - 4.3.5 SUBMITTAL REQUIREMENTS, Narrative format based on evaluation criteria

2. Section 4.5 PROPRIETARY INFORMATION

- CHANGE SECTION HEADING TO: **4.5A PROPRIETARY INFORMATION**

3. Section 4.5 EVALUATION CRITERIA

- CHANGE SECTION HEADING TO: **4.5B EVALUATION CRITERIA**
- CHANGE SUB-HEADING SECTIONS TO: **4.5.1B through 4.5.5B**

QUESTIONS AND CLARIFICATIONS

1. **Question:** Does the City have a map of the Parks & Facilities locations?

Answer: Yes, www.glendaleaz.com/ParksandRecreation/Parks-FacilitiesMap.cfm

2. **Question:** Is leaf mulching accepted?

Answer: On turf areas only.

3. **Question:** How are shrubs to be shaped/pruned?

Answer: Natural pruning. The City is currently evaluating shrubs creating blind spots which shall be removed by City personnel.

4. **Question:** Is Section 2.2 TREE PRUNING or Section 2.3 ROUTINE, PARTIAL, AND TRAINING PRUNING part of the Add Alt pricing?



ADDENDUM NUMBER ONE

SOLICITATION: RFP 16-23 Page 2 of 3
Solicitation Due Date: December 17, 2015 before 2:00 PM

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Answer: Section 2.2 TREE PRUNING is part of the Add Alt pricing.

5. Question: Is the Olive Tree Spraying to be included with the base pricing?

Answer: Yes, it is to be included in your base price.

6. Does the City want the non-overseeded mowed every week even during the dormant winter months?

Answer: No, the dormant season, Nov-Mar, is "maintenance mode". 2 1/2" grass height spec shall remain the same.

7. Does the City have quantities and locations for palms and olive trees they can provide?

Answer: Yes, a chart is attached.

The balance of the specifications and instructions shall remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____



ADDENDUM NUMBER ONE

SOLICITATION: RFP 16-23 Page 3 of 3
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 Phone: (623) 930-2865

City of Glendale Palm & Olive Tree Approximate Totals

PARK/FACILITY NAME	Dactylifera Palm trees	Filifera Palm trees	Robusta Palm Trees	Total Palms
Bonsall North 59th and Bethany Home	11	15	5	31
Bonsall South 59th and Bethany Home	4	1	0	5
Brian Anderson Field	0	9	19	28
Lions Park	2	0	13	15
Murphy park(entire block)	9	4	12	25
Sahuaro Ranch	97	75	99	271
Manistee Ranch	72	0	0	72
59th. Ave. Paseo	2	9	0	11
Paseo Racquet Center	17	1	28	46
67th. Ave. Paseo	0	24	0	24
Oneil Park	1	1	32	34
Acoma Park	0	0	22	22
Delicias	0	2	0	2
Spring City	0	1	1	2
Fire station #155	0	4	0	4
Fire Station #151	0	0	1	1
Hidden Meadows	0	29	0	29
(Approximate) PALM TREE TOTALS	215	175	232	622

PARK/FACILITY NAME	Olive Trees
Bonsall North	1
Bonsall South	5
Butler	1
Murphy	6
New World	1
Pasadena	8
Rose Lane	2
Sahuaro Ranch	23
Thunderbird Mini	1
Windsor	15
Manistee	1
Adult Center	22
GMOC	14
Hidden Meadows	34
Tierra Buena	2
Acoma	1
Chaparral	10
Paseo Racquet Center	17
Country Gables	1
Fire Station #153	3
Fire Station #155	8
Fire Station #156	1
(Approximate) OLIVE TREE TOTALS	177



ADDENDUM NUMBER TWO

SOLICITATION: RFP 16-23 Page 1 of 3
Amended Solicitation Due Date: December 22, 2015 before 2:00 PM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Ave. Ste. 317
Glendale, AZ 85301
Phone: (623) 930-2865

RFP 16-23

PARKS AND FACILITY LANDSCAPE MAINTENANCE

As a result of the pre-proposal conference held on December 7, 2015, the following revisions and clarifications (in RED) have been made to Request for Proposals No. 16-23:

SOLICITATION DUE DATE: Thursday, December 17, 2015

AMENDED SOLICITATION DUE DATE: Tuesday, December 22, 2015

QUESTIONS AND CLARIFICATIONS

1. **Question:** *Section # 2.3 Routine, Partial, and Training Pruning Can the City provide tree count and/or language to include all the trees (small and large) to make sure the bids are comparable?*

Answer: The City of Glendale has just over 2100 acres of parkland. Within the park system there are approximately 13,000 trees of various species, heights and canopy sizes. The "ADD ALT" price is the fee the contractor will charge the City to trim all trees in the respective park (pages 36 – 41). The contractor should also complete page 42 as this provides the Glendale staff per unit cost/per hour costs for tree pruning. This is done as there will be occasions when the City will require all of the trees to be trimmed in a specific park or there may be just one or two trees to be trimmed. Add Alt pricing is not part of the evaluation criteria.

2. **Question:** *Section # 2.5 Shrub Pruning / Leaf Raking In the pre-bid meeting, there was a question regarding the leaf raking in general. It was stated that the main concern was the granite areas. If there is a site with NO granite and only conifer trees (Pines), does the vendor need to include raking on these sites?*

Answer: Pine needles should be considered similar to debris in the sense it is unsightly and should be removed on an as needed basis. Staff understands there may be a small accumulation prior to removal. The removal method is decided by the contractor, but can include removal by hand rake and/or, unlike actual debris, through the use of mowers. In decomposed granite areas, pine needles must be raked and removed.

3. **Question:** *Price sheet 7.1 On the premium sites, is the picking up of the grass clippings required on either one of the options (reel or rotary mowing)?*

Answer: *As stated on page 6: 2.1 Mowing, 5th paragraph. If mowing causes excessive clippings..... Excessive clippings are clearly defined in this paragraph.*

4. **Question:** *On the sports complex facilities, are there detail maps of the areas to be overseeded and/or does the City have square footages? This would specially apply to Foothills, Paseo and Sahuaro Ranch sports complex.*

Answer: Area to be overseeded in the sports complexes includes all the turf areas within the playing area.

5. **Question:** *2.2 TREE PRUNING Tree pruning is considered extra work or add-alternate and will paid per the fees on the Price Sheet for add alternate work for premium locations as defined in exhibit A. Please confirm if we are only to provide a price to trim the trees above 9' in the premium locations or if we are to provide a price for all locations?*

Answer: We need a price for all locations and the unit per hour cost.



ADDENDUM NUMBER TWO

CITY OF GLENDALE
Materials Management
5850 W. Glendale Ave. Ste. 317
Glendale, AZ 85301
Phone: (623) 930-2865

SOLICITATION: RFP 16-23 Page 2 of 3
Amended Solicitation Due Date: December 22, 2015 before 2:00 PM

Q: If it is for all locations – does the city have a tree count by species and location that can be given out?

A: We do not have an exact tree count at this, but it is estimated to be about 13,000 trees. Species vary from park to park.

Q: Is the expectation for tree trimming to only thin out the canopy of the tree from the ground using a pole lopper or to have a climber up in the tree?

A: The method of pruning is a case by case determination and it is up to the contractor to determine what method is best for the each situation.

Q: I also wanted to confirm that the city is looking for an alternate price to trim trees over 9' bi-annually and not an annual price since annually is sufficient for most tree varieties?

A: It is a biannual price as we do have trees that require multiple trimming and pruning. If a specific park requires only one trimming, staff use biannual fee and divide by two get the annual rate.

6. **Question: 2.5 SHRUB PRUNING** *Shrubs will be pruned as needed to maintain and encourage natural form and size. Shrubs that are intended to form a solid hedge and have been sheared shall continue to be sheared until otherwise directed by the Park Manager(s). Shrub pruning is considered extra work and paid per the fees on the Price Sheet for add alternate work. Herbaceous perennials shall be pruned to the base annually. Such shrubs include, but are not limited to, brittle bush, lantana, primrose jasmine, bunch grasses, and red bird of paradise. The Contractor shall obtain prior approval before completing any shrub pruning maintenance. Plants shall be allowed to grow to their natural genetic form and size, unless specifically approved by the Park Manager(s). I wanted to confirm that per the RFP bi-annual shrub pruning is to be provided as an ADD ALT and that no shrubs are to be pruned at any time unless directed by the park manager including annual base pruning of the specified shrubs and shearing of the hedges or if we are to continue to shear any existing hedges in the monthly maintenance price and annually prune the shrubs listed?*

Answer: There are several options; shrubs may be pruned or trimmed biannually, annually or as needed.

Q: Per the RFP, I wanted to confirm that the bi-annual leaf removal from the base of the shrubs is to be included in the base maintenance price and we are only to provide an alternate price to remove any leaf material one additional time throughout the year?

A: The dead leaf removal from the base of the plants is not part of the base contract.

7. **Question: I noticed at some of the parks there were pet stations, would we be responsible for managing the refill and disposal of any waste?**

Answer: No, staff will refill the bags at all the stations. Waste is collected by the owners and thrown in the trash receptacles located in the parks. The contractor is responsible for emptying trash receptacles once each day of service per contract area and disposed of properly.

8. **Question: On the trails what is the scope of the work? Is it to be cleared 5 feet back from the path, will we actively remove bursage and brittle bushes?**

Answer: City of Glendale typically tries to keep shrubs and all natural/native material, etc. one to two feet off the path.

9. **Question: Could you be more specific on what the annual leaf removal is?**

Answer: The contractor and liaison will meet in the fall to discuss leaf removal. Leaf removal from turf areas is typically not an issue as a maintenance mow will address that issue.

Q: Is it just when the ash trees are dropping their leaves?

A: The contractor and liaison will work together to determine the best date to begin leaf removal from xeriscape areas.



ADDENDUM NUMBER TWO

SOLICITATION: RFP 16-23 Page 3 of 3
Amended Solicitation Due Date: December 22, 2015 before 2:00 PM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Ave. Ste. 317
Glendale, AZ 85301
Phone: (623) 930-2865

10. Question: *Is the myrtle basin different than the myrtle retention?*

Answer: No, they are the same.

11. Question: *You call out a proposal for SRP 9802 north 59th Ave mowing only. Is this just the front area around the old farm house and rose garden?*

Answer: Includes all turf areas throughout the park, except for the main soccer field and sports complex.

12. Question: *On the extras work sheet you ask for an additional cost for reel mowing for Sahuaro Ranch sports complex and the Glendale youth sports complex...but not for a cost to maintain it. Did I miss something?*

Answer: These areas are maintained by sports staff; we are considering reel mowing as an alternative to the current rotary mowing.

The balance of the specifications and instructions shall remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____

EXHIBIT B

Parks and Facility Landscape Maintenance

City of Glendale Solicitation No. RFP 16-23

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 4.1 of this agreement. The amount of the compensation for landscape services rendered, is provided in City of Glendale final Pricing document for Solicitation No. RFP 16-23, which is attached.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$636,476 per fiscal year or \$3,818,856 over six (6) years.

DETAILED PROJECT COMPENSATION

Contractor shall provide landscape maintenance services for over 2100 acres of City Parkland, 17 City Facilities, 9 Fire Stations, 20 Retention basins and 4 Sports Complexes. Services shall include, but are not limited to: mowing, tree and shrub pruning, palm tree pruning, general plant maintenance, turf, weed control, pre and post-emergent services, pest control, erosion control, trash removal and litter control.



SOLICITATION NUMBER:

RFP 16-23

DESCRIPTION:

**PARKS & FACILITY LANDSCAPE
MAINTENANCE**

DUE DATE AND TIME:

January 12, 2016 @ 3:00 PM (Local Time)

Best and Final Offers may be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above. Also included shall be the Offeror's name and address clearly indicated on the envelope. For the purposes of this solicitation, Best and Final Offers may be submitted via email in pdf (ADOBE) format.

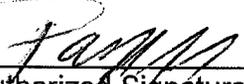
Please label the file as "RFP 16-23 – 'Name of Offeror' – BAFO Parks & Facility Landscape Maintenance.

Please submit your response to: **Crista Clevenger at CClevenger@glendaleaz.com**

Best and Final Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall), 5850 West Glendale Avenue, Suite 317, Glendale, Arizona, 85301.

Best and Final Offers are accepted at the Engineering Department's front counter between the hours of 8:00 AM and 5:00 PM, Monday through Friday unless otherwise indicated for a Holiday. The Best and Final Offer submittals will be time stamped at the Engineering Department's front counter.

BEST AND FINAL OFFEROR INFORMATION:

 _____ Authorized Signature	_____ The Groundskeeper Company's Legal Name
Paul Tripp _____ Printed Name	620 N. Golden Key _____ Address
_____ Landscape Consultant Title	Gilbert, AZ 85733 _____ City, State & Zip Code
480-545-0456 _____ Telephone Number	480-545-0016 _____ FAX Number
1/12/2016 _____ Date	pault@grounskeeper.com _____ E-mail Address

January 7, 2016

BEST AND FINAL OFFER (BAFO)

The City of Glendale evaluation committee has evaluated your proposal in response to **RFP 16-23 Parks and Facility Landscape Maintenance**. This is to inform you that after a preliminary evaluation of your proposal, we have selected your company as one of the Offeror's to proceed to the "Best and Final Offer" phase of the evaluation process.

The City of Glendale ("City") is asking that Offeror's provide (no later than the due date and time indicated) a response to the following request. The BAFO will be evaluated as an adjustment to the Offeror's scores on their original proposal response. If an Offeror does not submit a Best and Final Offer, its previous offer will be considered as its Best and Final Offer.

BAFO BASE PRICE SHEET

7.1 Offeror shall enter their BEST AND FINAL OFFER below.

CITY FACILITIES	LOCATION	ANNUAL PRICE
Glendale Adult Center	59 th Ave and Brown St	\$638.40
Bead Museum	58 th Ave and Glenn Dr	\$784.46
Community Center North	59 th Ave and Thunderbird Rd	\$1,596.00
Foothills Library	57 th Ave and Union Hills Rd	\$5,619.25
Glendale Municipal Office Complex & Parking	59 th Ave Glendale Avenue	\$1,325.01
Glendale Community Center	54 th Ave and Ocotillo Rd	\$1,276.80
Main Library (excludes xeriscape gardens)	59 th Ave and Brown St	\$3,325.76
Main Public Safety Building (includes APS parking)	57 th Dr and Glendale Ave	\$3,634.70
Myrtle Avenue Cultural Entranceway	N/E Corner of Grand & Myrtle Avenues	\$3,100.99
Myrtle Ave Basin	N/E Corner of 65 th & Myrtle Avenues	\$7,799.50
Operations Center	62 nd and Myrtle Avenues	\$1,787.52
Park and Ride Parking Lot	Glendale and 99 th Avenues	\$3,990.00
Prosecutors Office	57 th and Glendale Avenues	\$319.20
Sine Building	58 th Dr and Glendale Ave	\$1,325.01
Civic Center, Fountain Terrace and Annex	57 th and Glenn Dr	\$474.29
Foothills Recreation and Aquatic Center (FRAC)	5600 W. Union Hills Dr	\$638.40
Downtown Receptacles Approximately 75 receptacles	Glendale Ave South to Myrtle Ave between 55 th Ave and 59 th Ave & Glendale Ave north to Lamar Rd between 55 th Ave and 59 th Ave	\$2,280.00

MAJOR PARKS	LOCATION	ANNUAL PRICE
Bonsall Park North	59 th Ave and Bethany Home Rd	\$5,787.59
Bonsall Park South	59 th Ave and Bethany Home Rd	\$8,951.38
Brian Anderson Field	63 rd Ave and Frier Dr	\$3,133.67
Elsie McCarthy Sensory Garden	55 th and Orangewood Avenues	\$1,258.75
Foothills Grounds / Parking Lots (includes Sports)	57 th Ave and Union Hills Dr	\$10,404.40
Grand Linear Canal	75 th Ave and Camelback Road - N.W. to 83 rd Ave and Bethany Home	\$15,827.95
Grand Linear Canal	83 rd Ave to SR101	\$29,004.85
Murphy & Amphitheater	59 th and Glendale Avenues	\$2,255.54
Northern Horizon	63 rd and Northern Avenues	\$4,835.64
O'Neil	64 th and Missouri Avenues	\$9,574.15
Paseo Racquet Center Grounds / Parking Lots (includes Sports Complex)	63 rd Ave and Thunderbird Rd	\$10,679.33
Rose Lane Aquatics Center	51 st and Marlette Avenues	\$843.79
Skunk Creek Linear	51 st Ave and Utopia Rd to 73 rd Ave and Greenway Rd	\$3,944.02
Thunderbird Paseo (improved area only)	59 th Ave @ ACDC 67 th Ave @ ACDC	\$12,497.25
New River Trail	Bethany Home Rd and Northern Ave	\$6,783.00

PARKS	LOCATION	ANNUAL PRICE
Acoma	53 rd Ave and Acoma Rd	\$3,890.73
Arrowhead Lakes	57 th and Mohawk Avenues	\$4,741.45
Bicentennial	71 st and Missouri Avenues	\$6,518.19
Butler	57 th and Alice Avenues	\$6,260.41
Carmel	52 nd Dr and Oraibi Ave	\$3,931.67
Chapparal	57 th Ave and Greenbrier Dr	\$9,229.96
Cholla	53 rd Ave and Cholla St	\$5,751.78
Clavelito	53 rd Ave and Ocotillo Rd	\$2,173.93
Country Gables	52 nd Ave and Country Gables Dr	\$5,382.89
Delicias	48 th and Orangewood Avenues	\$5,197.69
Desert Gardens	69 th Ave and Ocotillo Road	\$10,404.40
Desert Mirage	87 th and Maryland Avenues	\$5,459.65
Desert Rose	63 rd and Kings Avenues	\$7,706.16
Desert Valley	61 st and Sweetwater Avenues	\$8,739.05

PARKS	LOCATION	ANNUAL PRICE
Discovery	79th and Maryland Avenues	\$7,466.76
Dos Lagos	63 rd Ave and Utopia Rd	\$7,031.33
El Barrio	54 th Ave and Ocotillo Rd	\$326.14
Gardenwood	53 rd and Orangewood Avenues	\$1,075.35
Greenbrier	69 th and Greenbrier Avenues	\$2,511.80
Greenway Granada	73 rd Ave and Greenway Rd	\$6,313.53
Heritage	55 th Ave and Mountain View Rd	\$4,271.68
Hidden Meadows	76 th and St. John Avenues	\$8,801.42
Hillcrest (Includes crosswalk at North)	71 st Ave and Hillcrest Blvd	\$7,542.34
Horizon	47 th and Diana Avenues	\$4,914.59
Kings	53 rd and Kings Avenues	\$6,823.85
Lawrence	62 nd Ave and Lawrence Rd	\$2,867.15
Lions	63 rd Ave and Frier Dr	\$2,543.44
Manistee Ranch	52 nd and Northern Avenues	\$4,980.85
Mary Silva	45 th and Marshall Avenues	\$5,583.15
Maryland Lakes	47 th and Maryland Avenues	\$7,214.11
Memmingen (includes water treatment fence line)	49 th Ave and Cholla St	\$4,595.39
Mission	47 th Ave and Sunnyslope Ln	\$6,203.50
Mondo	57 th Ave and Hatcher Rd	\$6,488.07
Montara	64 th Ln and Becker Ln	\$5,790.63
Myrtle Ave	55 th and Myrtle Ave Avenues	\$1,052.51
New World	48 th Dr and Golden Ln	\$9,509.12
Oasis	79 th Ave and Utopia Rd	\$9,168.21
Ocotillo Rose	61 st Ave and Kiem Rd	\$2,577.16
Orangewood	72 nd and Orangewood Avenues	\$4,292.15
Orangewood Vista	79 th and Orangewood Avenues	\$7,706.16
Pasadena	87 th and Pasadena Avenues	\$3,259.55
Paseo Neighborhood	14025 North 63 rd Ave	\$636.31
Plaza Rosa	61 st and Maryland Avenues	\$326.14
Rose Lane	51 st and Marlette Avenues	\$13,532.89
Rovey	47 th and Rovey Avenues	\$565.54
Sands	55 th and Orangewood Avenues	\$4,572.21
Sierra Verde (includes south end walkway)	71 st Ave and Rose Garden Ln	\$8,972.18
Sonorita (two sites)	59 th Ave and Market St	\$498.09
Sunnyside	63 rd Ave and Cholla St	\$8,534.33

PARKS	LOCATION	ANNUAL PRICE
Sunset	45 th Ave and Mountain View Rd	\$1,475.59
Sunset Palms	54 th and Sweetwater Avenues	\$11,182.26
Sunset Ridge	87 th and Missouri Avenues	\$6,691.90
Sunset Vista	64 th Ave and Villa Rita Dr	\$3,518.80
Sycamore Grove	87 th Ave and Emil Rovey Pkwy	\$4,125.61
SRP (mow only)	9802 N 59th Ave	\$2,915.65
Tarrington Ranch	63 rd Ave and Butler Dr.	\$3,527.83
Tierra Buena	57 th Ave and Tierra Buena Ln	\$5,428.06
Utopia	72 nd Ave and Utopia Rd	\$2,029.68
Windsor	63 rd Ave and Windsor Blvd	\$1,781.54

FIRE STATIONS	LOCATION	ANNUAL PRICE
Fire Station #151	6851 N 52 nd Ave	\$191.52
Fire Station #152	6850 W Bethany Home Rd	\$271.32
Fire Station #153	14061 N 59 th Ave	\$207.48
Fire Station #154	4439 W Peoria Ave	\$111.72
Fire Station #155	6255 W Union Hills Dr	\$777.85
Fire Station #156	6801 W Deer Valley Rd	\$699.96
Fire Station #157	9658 N 59 th Ave	\$686.59
Fire Station #158	83 rd Ave and Bethany Home Rd	\$319.20
Fire Station #159	17159 N 63 rd Ave	\$319.20

RETENTIONS	LOCATION	ANNUAL PRICE
Retention 56 / Peoria	56 th Ave / Peoria	\$1,861.05
Retention 57 / Michigan	57 th Ave / Michigan	\$837.47
Retention 64 / Myrtle Ave	64 th / Myrtle Ave	\$6,358.59
Retention 65 / Redfield	65 th / Redfield	\$1,333.75
Retention 67 Mtn View	67 th / Mtn View	\$2,419.37
Retention 70 / Nicolet	70 th / Nicolet	\$1,861.05
Retention 77 / Northview	77 th / Northview	\$788.98
Retention 71 / Maryland	71 st / Maryland	\$1,643.93
Retention 74 / Luke	74 th / Luke	\$2,016.14
Retention 74 / Medlock	74 th / Medlock	\$651.37
Retention 76 / Missouri	76 th / Missouri	\$1,705.96
Retention 79 / Camelback	79 th / Camelback	\$742.13
Retention 79 / Krall	79 th / Krall	\$2,696.10
Retention 79 / Market	79 th / Market	\$2,979.77
Retention 79 / Solano	79 th / Solano	\$1,123.85
Retention 81 / Georgia	81 st / Georgia	\$2,107.96
Retention 82 / Maryland	82 nd / Maryland	\$1,979.37
Retention 85 / Maryland	85 th / Maryland	\$1,085.61
Retention 90 / McLellan	90 th / McLellan	\$3,318.87
Retention 91 / Rose Lane	91 st / Rose Lane	\$2,662.02

SUBTOTAL CITY FACILITIES	\$39,915.30
SUBTOTAL MAJOR PARKS	\$125,781.30
SUBTOTAL PARKS	\$306,612.44
SUBTOTAL FIRE STATIONS	\$3,584.84
SUBTOTAL RETENTIONS	\$40,173.33
ANNUAL TOTAL	\$516,067.21

We look forward to receiving your response by the time and date indicated on the previous page. Please notify me should you have any questions. Discussions with other City of Glendale staff regarding this solicitation are prohibited.

Crista Clevenger
CClevenger@glendaleaz.com
Materials Management
City of Glendale
623-930-2865



City of Glendale
 Materials Management
 Solicitation Number: RFP 16-23
 PARKS AND FACILITY LANDSCAPE MAINTENANCE

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

8.0 EXTRA WORK RATES

8.1 Contractor must complete and return the line item price sheet for each category of extra work.

- Supervisor \$ 30.00 per hour
- General Laborer \$ 22.00 per hour (includes hand tools, power equipment, mowers)
- Operator \$ 45.00 per hour (includes front end loader, back hoe, dump truck, trencher, tractors, etc.)
- Certified Arborist or Tree Worker \$ 55.00 per hour (includes hand tools, power equipment)
- Overseeding \$ 2,600.00 per acre (includes materials, tools & power equipment, vehicles, and ground crews)
- Mowing \$ 30.00 per hour (includes all personnel, power equipment, vehicles)
- Complete Pruning \$ 75.00 per hour (includes tools & power equipment, vehicles, chipper/shredder, tree and ground crews)
- Shrub Maintenance, Replacement, Removal \$ 25.00 per hour (includes tools & power equipment, vehicles, chipper/shredder, tree and ground crews)
- Tree Maintenance, Replacement, Removal \$ 75.00 per hour (includes tools & power equipment, vehicles, chipper/shredder, tree and ground crews)
- One-time tree sucker removal from all trees \$ 22.00 per hr.

8.2 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO X

If your answer is NO, please state terms offered: Net 30

EXHIBIT C

Park and Facilities Landscape Maintenance

City of Glendale Solicitation No. RFP 16-23

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.