

**CITY CLERK
ORIGINAL**

C-7985
01/23/2008



**CITY OF GLENDALE
MATERIALS MANAGEMENT
REQUEST FOR PROPOSAL**

SOLICITATION NUMBER: RFP 08-01
DESCRIPTION: Arrowhead Turf Median Maintenance
OFFER DUE DATE AND TIME: January 23, 2008 AT 2:00 P.M. LOCAL TIME

OFFER SUBMITTED BY:



Mariposa Horticultural Enterprises, Inc.
6618 N. 57th Drive
Glendale, AZ 85301

Offer Opening and Submittal Location: City of Glendale
Attn: Materials Management
6829 North 58th Drive, Suite 202
Glendale, Arizona 85301-2599

Request for Proposal Submittal
Mariposa Horticultural Enterprises, Inc.

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2.3.4 Specifications (requested information)

1.11 Equipment

- 1 – Chevy 2500 Custom bed with dump
- 1 – Custom Utility Trailer
- 1 – 48” Exmark mower
- 1 – 21” Exmark mower
- 1 – Tool set – Weedeater, Blower and Hedge trimmer
- 1 – Chain saw for limb trimming as needed
- 1 – Walk behind aerator
- 1 – Walk behind seed spreader
- 1 – Irrigation Utility Truck, Custom Toyota Tacoma with utility bed & rack
- 1 – Chevy 2500 pickup (customized spray truck)
- 1 – 400gal trailer mounted spray rig
- 1 – 200gal gator mounted sprayer
- Quantity Varies – Traffic control equipment: signs, arrowboard & delineators (as required)

1.12 Quality Control

The action plan for this project including performance levels, frequency of inspections, work schedules, staffing levels, name of contract person for follow-up and type of equipment to be utilized will be created and maintained by the Supervisor on this project and will be submitted to the City Inspector prior to the start of every month for the next month’s service. The Action Plan will be in the following format:

Arrowhead Turf Median Maintenance – Monthly Action Plan		
For the Month of: <enter month here>		
Work Description	Dates of Service	Proposed Equipment
Mowing Operations		
Periodic Turf Operations		
Weed control		
Policing/Cleaning		
Pest Control		
Other Work		

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With the monthly billing an evaluation form will be submitted to the City Inspector to fill out. This will be forwarded to the Quality Control representative from Mariposa for evaluation and response if necessary.

Arrowhead Turf Median Maintenance – Monthly Service Rating Evaluation		
Rate all applicable items on a 1 to 10 scale of performance (1 being worst, 10 being best)		
Rating Month: <date>	Inspector: <name>	
Work item	Rating (1 to 10)	Comment
Mowing Operations		
Periodic Turf Operations		
Weed Control		
Policing/Cleaning		
Pest Control		
Supervisor Schedules		
Response Time		
Overall Work Quality		

Per specification section 1.17 our office is located within the City of Glendale. All phone and fax calls are local calls to our office. Our Supervisors have Nextel radios which we will provide the City with the codes to make immediate, direct-connect, two-way radio contact.

Reporting Timelines

- Action Plan – Submitted Monthly
- Work Schedules – Submitted Monthly with weekly updates
- Quality Control Evaluations – Submitted Monthly with the billing
- Weekly Work Report – Weekly after every service
- Irrigation Report – Weekly after every service
- Monthly Summary Report – Monthly
- Special Project & Periodic work reporting – 2 days prior to work to verify schedule

2.5.1 Cost of Service: Annual Price

The annual cost of service is \$30,821.78 per attached Section 4 price sheet

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2.5.2 Compliance with Specifications

Proposed Maintenance Plan

We plan to send a crew weekly to perform routine operations along with the irrigation technician to check the sprinklers behind the work crews. Irrigation checks will be performed by initiating a cycle run on the clock (at no time will we bleed valves manually to perform this check.) Repairs per the specifications will be performed at this time. The work crew, equipment and staffing levels are indicated in the prior sections of this document.

Performance Levels

Per our quality control evaluation program detailed in the previous section, we intend to keep our ratings at 9 or better for all work tasks performed on this contract.

Frequency of Tasks

Weekly service will include trash pickup, mowing operations and irrigation checks. Weeds will be evaluated at that time and the spray crew will be dispatched if necessary. Overseeding will take place in October and fertilizations will take place in May, July, September and right after overseed sprout in October.

Work Schedules

Work schedules will be submitted monthly by the Supervisor and updated weekly prior to any work taking place. These schedules will coincide with the Monthly Action Plans.

Supervisor's Inspections

Supervisor inspections will take place weekly both before and after regular service. Inspections will also take place during other times to plan for periodic work and any special projects.

Quality Control

Section 1.12 of this document covers quality control. We are committed to empowering the City to constantly rate our service and maintain it at the highest levels.

2.5.3 Capabilities

With our main office located within the City of Glendale and our current contracts maintaining all the medians and parks throughout the City we feel that we are the best contractor the City can select for this work. Our 30 years of experience combined with a knowledgeable and dedicated staff, along with our extensive resources we are fully qualified to perform this work.

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Firm Experience

Company History & Overview

Mariposa Horticultural Enterprises, Inc. has been in business since 1977. Originally incorporated under the name Mariposa Landscapes, we re-incorporated in 1989 as Mariposa Horticultural Enterprises, Inc. All ownership has remained the same since 1977. **We have 30 years of experience doing landscape maintenance on a large scale.**

We originally started out performing custom residential and small commercial maintenance and installation in Southern California. After five years our operations included public works maintenance. In 1984 we started our public works installation department. At the present we do custom residential installation and maintenance, public works and commercial development installation, maintenance and tree care. In 2003 we started a branch in the Phoenix area performing maintenance for commercial, municipal and homeowner association clients.

Quick Facts about Mariposa Horticultural Enterprises, Inc.

- Been in business since 1977
- Performs landscape installation, maintenance and tree care work for municipal, commercial and private clients.
- Won over 63 awards for excellence in their work since 1977.
- Work throughout the Phoenix Valley area with multiple municipalities
- Over 450+ employees and growing
- Management level employees are required to obtain their Certified Landscape Technician certification from the Association of Landscape Contractors of America. This is a rigorous hands-on test with less than a 10% first time pass rate. This expertise is then transferred to the rest of the employees through extensive system of in-house training.
- Are members in good standing in the leading industry associations, CLCA, ALCA and ISA (California Landscape Contractor's Association, Association of Landscape Contractors of America, International Society of Arborists.)
- Licensed by the State of Arizona to perform work in Landscaping

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Staff & Staffing Level

Luis Huizar – Project Supervisor

Luis brings extensive landscape experience and knowledge to his position of leadership at Mariposa's Arizona operation. He is proud of the many beautiful projects he participated in as a foreman in Landscape Installation prior to his promotion to operations in Arizona. As Manager, he is challenged to operate an organized, effective department, as well as motivate and oversee his crews, maintain profitability on jobs and uphold our high safety standards. In addition to his studies in Ornamental Horticulture at Mt. Sac, Luis has passed all three of the demanding Certified Landscape Technician tests: Maintenance, Installation, and Irrigation. He also holds a Pest Control Applicators License and Certified Arborist. He is qualified to train his staff in all areas of landscaping and on most of our heavy equipment. Of his 19 years in the green industry, the last 16 have been with Mariposa. His goals are to keep his clients satisfied through open communication while meeting the requirements and deadlines of all his projects.

Training, Licenses and Certifications:

- Ornamental Horticulture, Mt. San Antonio College
- Certified Applicator License No. 030828
- Certified Arborist (ISA) WC-5625
- Qualified Applicators Certificate (Cal.)
- Certified Landscape Technician - Installation
- Certified Landscape Technician - Maintenance
- Certified Landscape Technician – Irrigation

Edgar Gonzalez – Spray Technician

Edgar is a highly motivated and enthusiastic individual with an intense desire to contribute to organizational goals and objectives. Edgar has knowledge in landscape maintenance, landscape installation, irrigation repairs and tree care. He is also our senior Spray Technician, it is his responsibility to train new technicians and oversee the spray applications of our most demanding contracts. Responsiveness to the customer and quality work are Edgar's highest priorities. He works closely with maintenance supervisors to identify problems and take preventive measures. Edgar endeavors to stay in close communication with management personnel in order to discuss problems and offer viable solutions for our most demanding contracts. He is always willing and happy to do whatever it takes to attain complete customer satisfaction as well as helping out in other departments when needed. Edgar holds a Certified Applicators License for Pest control.

Training, Licenses and Certifications:

- Certified Applicators License No. 061109

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Servando Carreto – Irrigation Technician

Servando has climbed the ladder at Mariposa, beginning in as an apprentice irrigation technician position in 2003; he has since risen in the ranks to become our top irrigation technician of his branch today. As irrigation technician, it is his responsibility to train new technicians and oversee the irrigation maintenance of our most demanding contracts. Responsiveness to the customer and quality work are Servando's highest priorities. He works closely with maintenance crews and city inspectors to identify problems before they become an issue. In emergency situations, Servando is "on call" at all times to respond to our clients needs quickly & efficiently. He is always willing and happy to do whatever it takes to attain complete customer satisfaction as well as helping out in other departments when needed. Servando can be very proud of his accomplishments with Mariposa, and is pursuing an applicators License.

Larry Rudd – Quality Control

Larry heads corporate Sales and Marketing, set up Mariposa's computer network system, and played a vital role in developing the company's policies and procedures. He prepares many of the company's bids and proposals, and also runs in-house training programs for computer and CLT preparation. Twenty-one of his 30 years in the green industry have been at Mariposa. His deep commitment to the landscaping field is shown by his past involvement as Board Member of the CLCA (San Gabriel/Los Angeles chapter), membership in the American Society of Professional Estimators, and participation as a judge at the Spring '98 CLT test for ALCA. Continuing education is a high priority with Larry; besides his studies in landscaping and business management, he has passed all three CLT tests. He has co-taught Landscape Contracting and Estimating at Cal Poly, Pomona and Cal State Fullerton. Larry has made major contributions to many large and beautiful projects, including overseeing renovations at the San Gabriel Country Club and preparing the winning estimate for the "Sole Source" maintenance contract for a statewide contract.

Training, Licenses and Certifications

- B.S., Business Management, University of Phoenix
- California State Contractors License C-27 – Landscaping
- California State Contractors License Class "A" – General Engineering
- Certified Professional Estimator – ASPE
- Certified Landscape Technician – Installation, Maintenance & Irrigation
- Past Board Member, California Landscape Contractors Association (SGV/LA chapter)
- Associate Instructor Cal Poly, Pomona – Fall '97 and '98 with Dr. Fred Roth, "HOR416 Landscape Contracting and Estimating"
- Continuing Adult Education Instructor, Cal State Fullerton – 2001-2004, Landscape Contracting & Estimating

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Staffing Levels

Supervisor – Luis Huizar

1 – Landscape Maintenance Forman

2 – Landscape Maintenance Workers (with two additional for periodic work)

1 – Irrigation Technician

1 – Spray Technician

Licenses

The Arizona State contractor's license for Mariposa Horticultural Enterprises, Inc. is ROC178088. The license is current and in good standing and licensed in the following categories: K21 Landscaping
Arizona Pest Control License 8246

Equipment

See item 1.11 Equipment in this document for a list of equipment used on this project. The spray equipment indicated will be used for spray operations and as you can see we have multiple methods for performing this work quickly. If needed, we can mobilize a tree crew with a chipper truck and chipper along with a high-lift bucket truck. We have numerous large mowers as back-up for this project to insure that there is no down-time due to mechanical failure. Moreover, our office with the mechanic is located within the City of Glendale for immediate response to any equipment issues.

24hr Contact Information

The contact information for Luis Huizar is:

6618 N. 57th Drive

Glendale, AZ 85301

623-463-2200 phone

623-463-2223 fax

623-764-6151 cell

luish@mariposahorticultural.com email

2.5.4 References

City of Glendale

Maintaining over 70 city park locations and millions of square feet of parkways and median area.

Contact – Robert Rhodes, Project Inspector [REDACTED]

6210 W. Myrtle Ave., Suite 111

Glendale, AZ 85301

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City of Mesa

Maintaining numerous parks, median and parkway areas in two maintenance districts.

Contact – Monte Sever, Project Inspector [REDACTED]

125 North Hobson Street

Mesa, Arizona 85205

City of Tempe

Maintaining the current areas out for bid in this contract

Contact – Steve Amelotte, Project Inspector [REDACTED]

6300 South All American Way

Tempe, Arizona 85282

City of Fountain Hills

Maintaining numerous parks throughout the City, including extensive irrigation monitoring.

Contact – Don Clark, Project Inspector [REDACTED]

16705 E. Avenue of the Fountains

Fountain Hills, Arizona 85268

Attachments

The following forms are attached:

2.3.1 Offer Sheet

2.3.2 Price Sheet

3 Reference Letters

**SECTION THREE
OFFER SHEET**

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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.

3.1 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.

Authorized Signature	Mariposa Horticultural Enterprises, Inc.
Luis Huizar	Company's Legal Name
Printed Name	6618 N. 57th Drive
Vice President	Address
Title	Glendale, AZ 85301
623-463-2200	City, State & Zip Code
Telephone Number	623-463-2223
	FAX Number
luish@mariposahorticultural.com	
Authorized Signature E-mail Address	larry@mariposahorticultural.com
	Company E-mail Address

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

Larry Rudd	623-764-1488	623-463-2223
Contact Name	Phone Number	Fax Number
larry@mariposahorticultural.com		
Email Address		

FEDERAL TAXPAYER ID NUMBER: 

Arizona Sales Tax No.  Tax Rate _____

Proposer certifies it is a: Proprietorship ___ Partnership ___ Corporation X

Minority or woman owned business: Yes X No _____

**SECTION FOUR
PRICE SHEET**

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4.1 PRICE

Area ID	Location	Description	Square Feet	Monthly Price Per Unit	Annual Price Per Unit
X369	UNION HILLS * MEDIANS * 67 / 75	TURF AND ALL TREES.	94368	0.01461	0.17532
X370	75 AV. MEDIANS * UNION HILLS/BEARDSLEY	TURF AND ALL TREES. OMIT FIRST MEDIAN SOUTH OF BEARDSLEY.	37110	0.01461	0.17532
X489	67 AV. MEDIANS * UNION HILLS/BEARDSLEY	TURF AND ALL TREES. OMIT FIRST MEDIAN SOUTH OF BEARDSLEY.	44325	0.01461	0.17532
		Total Square Feet	175803	0.01461	0.17532
		Total Monthly Price	\$ 2,568.48		
		Total Annual Price	\$ 30,821.78		

4.2 DISCOUNT/PAYMENT TERMS

0.5% (one half percent) if paid within 15 days, otherwise 30 days net.

City of Tempe
P. O. Box 5002
55 South Priest Drive
Tempe, AZ 85281
480-350-8265
www.tempe.gov



Public Works Department
Field Services Division

January 31, 2005

To Whom It May Concern,

Mariposa Horticultural Enterprises has performed landscape maintenance for the City of Tempe since July 2003. Their work has been at an acceptable or better standard since the inception of our contract with them. They are available and respond quickly to any contractual demands placed before them. The City of Tempe has chosen to renew their Landscape Maintenance Contract for the years 2005-07.

Mariposa has responded to all requests for bids on installation of landscaping and/or irrigation and their bids have been very competitive.

The City of Tempe provides their citizens with excellent service; this service is enhanced through the efforts of Mariposa Horticultural and is happy to add their name to the list of references.

If you have any questions, feel free to call me at 480.359.5977.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Amelotie', written over a horizontal line.

Steve Amelotie
Landscape Contract Coordinator
Field Services/ Public Works
City of Tempe



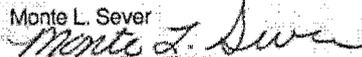
Date: January 31, 2005
To: Luis Huizar.
From: Monte L. Sever-Landscape Coordinator City of Mesa
Re: Letter of reference

To Whom It May Concern,

Mariposa Horticultural Enterprises has had contracted landscape maintenance with the City of Mesa since March 1, 2004. During that time, Mariposa has performed their entire contract obligation in a timely and professional manner. Management is always accessible and responds to any concerns that may arise.

I look forward to 2005 and working with Luis and Mariposa.

If you have any questions of concerns please feel free to contact me at (480) 644-3716

Monte L. Sever

Landscape Coordinator
City of Mesa



Transportation
300 East Sixth Street
P.O. Box 1466
Mesa, Arizona 85211-1466
602.644.3038 Tel

January 31, 2005

TO: City of Glendale

FROM: Adrienne Sears-Lake, Trans. Field Operations *ASL*

THRU: Luis Huizar, Mariposa Horticultural Enterprises, Inc.

SUBJECT: Recommendation of Mariposa Horticultural Enterprises, Inc.
COM Contract #2004160
Landscape and Irrigation Maintenance Services – Section IV

Request For Bid #2004160 – Landscape Maintenance Services - Section 4:

This contract was awarded to Mariposa Horticultural Enterprises Inc. of Glendale, AZ for the sum of \$139,964.20 in September 2004, as "the lowest responsible and responsive bidder" whose bid conformed to all provisions, specifications, and bidding instructions.

This contract area, Section IV, encompasses just under 1 million square feet of developed landscape and irrigation parkway medians & Right of Way areas. Irrigation maintenance, Area cleaning, Plant and Tree Pruning, and Herbicide Application (both pre-emergent and post-emergent) encompass the main contract tasks performed for us.

*Mariposa Horticultural Enterprises, Inc. has performed contract specifications and provisions satisfactorily and in a professional manner consistently for this contract.

*Monthly work schedules are always adhered to, and occasionally when weather delays work, this company is back on schedule within one working day.

*Any time I have needed to reach my contract supervisor to discuss a contract item, he has always been accessible and responsive.

*Emergency and extra work items are responded to and completed promptly.

*Employees working on this contract have an understanding of sound horticultural practices, such as selective pruning, and are courteous to city residents that approach them while working.

*Although this is Mariposa's first contract with City of Mesa Transportation, Mariposa Horticultural Enterprises, Inc. has quickly adapted to our paperwork and work performance requirements.

Please feel free to call me if you need any additional information. I may be reached Monday thru Friday, 6:00 am until 2:30 pm at (480) 644-5587.

Sincerely,

Adrienne Sears-Lake
City of Mesa, Transportation Field Operations, Contract Specialist.



CITY OF GLENDALE

MATERIALS MANAGEMENT

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 08-01
DESCRIPTION: Arrowhead Turf Median Maintenance
OFFER DUE DATE AND TIME: January 23, 2008 AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offer Opening and Submittal Location: City of Glendale
Attn: Materials Management
6829 North 58th Drive, Suite 202
Glendale, Arizona 85301-2599

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers 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 2.2 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Brian Guzzi, C.P.M.
Materials Management
(623) 930-2863
Bguzzi@glendaleaz.com

For questions regarding
Scope or Specifications contact:
Tom Wilkinson
Right of Way Supervisor
(623) 930-2656
Twilkinson@glendaleaz.com

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SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
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STATEMENT OF NEED

The City of Glendale wishes to enter into a contract for the maintenance of turf medians located on 75th Ave, Union Hills to Beardsley, 67th Ave, Union Hills to Beardsley, and Union Hills, 67th to 75th Ave. Duties include, but are not limited to turf, shrub, and plant maintenance, turf mowing, trash collection, pest control and irrigation systems repairs.

DEFINITION OF TERMS

COG – City of Glendale

Rights-of-Way (ROW) – City easements between curb, sidewalks and residential walls, includes contracted shoulders, bike and pedestrian paths, and medians.

Policing/Cleaning – Act of removing all manmade trash from contracted right-of-way areas.

Litter – Organic plant material including leaves, limbs, twigs, animal feces, etc.

Trash – All man made material including paper, cardboard, bottles, broken glass, cans, etc.

MSDS – Material Safety Data Sheet

Weeding Out – Process of mechanically removing weeds.

Pests – Includes gophers, ground squirrels, bees, wasps.

SASPPCC – State of Arizona Structural Pest Control Commission

Contractor – Personnel under contract for maintenance of city medians, includes but not limited to laborers, applicators, sub-contractors and tree trimmers etc.

- 1.0** **SCOPE** –The work shall include furnishing all labor, materials, tools, supplies, chemicals, including fertilizers, herbicides, post and pre-emergents, equipment, and vehicles necessary to provide landscape maintenance on PUBLIC RIGHTS-OF-WAY (ROW) areas in accordance with the provisions specified herein. Duties include but are not limited to turf mowing, tree, shrub, and plant maintenance, trash/litter collection and removal. Also included are repairs of plugged and broken spray nozzles and providing weed and pest control. All specifications apply except where expressly noted otherwise.

All work shall be performed during daylight hours. No work will be performed on weekends without prior approval of the ROW Supervisor.

Contractor will be considered in non-compliance, and grounds for termination if after inspection there exists any of the following:

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1. Trees, shrubs, or ground covers not pruned or pruned in an unacceptable manner (i.e. improper stubs, ripped or torn bark. etc.)
2. Litter and or trash still existing in areas they should have been removed.
3. Weeds still are existing in areas where they should have been removed.
4. Mower and string trimmer damage to trees and shrubs.
5. Turf not mowed as per contract specifications.
6. Turf areas that are brown, yellow in color, or are devoid of turf (bare).

1.1 SPECIFIC MAINTENANCE ITEMS – All of the specific maintenance items are applicable to all areas to be contracted.

1.1.1. Policing/Cleaning – (Weekly) All contract areas will be policed/cleaned on a once a week schedule. Contractor will remove all foreign material, which includes trash papers, cans, bottles, broken glass, feces, dead plant material, realty, yard sale signs, etc. **Political signs will not be disturbed.** Areas include but are not limited to contracted sidewalks, bridle paths, right-of-way shoulders, bike and pedestrian paths, and medians. All foreign material shall be retrieved and removed and disposed from the site by the Contractor. **Use of blowers on high pollution advisory days is strictly prohibited.**

1.1.2 Turf Mowing – Contractor shall provide all labor, equipment, and material necessary for the mowing of turf areas. Bermuda grass during the growing season (April 1 to October 31) will be mowed one (1) time per week. Areas overseeded with winter rye grass will also be mowed one (1) time per week.

Prior to mowing, Contractor shall ensure the area to be mowed is clean and free of all debris (paper, stones, bottles, tree limbs, etc.). All debris must be disposed of properly at an approved landfill by the Contractor.

Mowing height of turf of turf is not to exceed 2½ inches, any taller, Contractor will be deemed in non-compliance and subject to termination of contract. Mowing equipment shall be operated at the optimum speed that produces clean cutting results.

Care should be taken to control dust while mowing as work falls under Maricopa County Environmental Services Department, Air Quality Division regulations.

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All mowers shall be equipped with skirt guards and/or may be mulching mowers. Uneven cuts, scalping and varying heights of turf will be considered unsatisfactory and in noncompliance.

Contractor will be responsible for scheduling mowing in accordance with irrigation schedules. It is anticipated the mowing schedule will prevent excessive grass clippings from accumulating on the turf, therefore a grass catcher need not be used unless the Contractor has missed a scheduled mowing. If delays in mowing cause excessive clippings, turf shall be raked and clippings removed at no additional charge to City of Glendale.

Turf shall be edged with a mechanical edger along walkways, curbs and headers to maintain a neat appearance and to ensure proper coverage and operation sprinkler heads. **All sprinkler/bubbler heads that are damaged by the contractor or his agents will be replaced at the contractors expense.** Mowing and edging will be performed the same day at each site. Care should be taken to avoid damage to tree bark and shrubs by the use of line trimmers and mowers. Extent of damage to plant material will be determined by the COG ROW Supervisor and all repairs or replacements will be at the contractors expense. All debris shall be removed from the work site at the end of the workday and disposed of properly by the Contractor.

Contractor shall be responsible for any adverse affects or death of plant materials due to the application of chemicals, including soil sterilization, runoff, drift onto adjacent properties, and all mechanical damage caused by mowers, string trimmers and vehicles. Contractor, at his own expense, shall make all repairs or replacements of damaged plant material within a two-week period once notified by the ROW Supervisor or his staff. The ROW Supervisor will determine the scope of damage and approve all repairs and plant replacements.

- 1.1.3 Turf Overseeding-** All contracted areas will require overseeding with winter rye. Contractor shall provide all necessary labor, equipment, materials and supplies needed for turf overseeding.

In the month of October, contractor will lower (scalp) the bermuda grass to less that ½ inch. Bulk clippings will be removed immediately. Perennial rye deed will be applied at the rate of 12 – 15 Lbs. Per 1,000 SF. Over entire area, no later than one day after scalping. A starter fertilizer will be applied and the area top dressed with mulch. Contractor will

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coordinate an appropriate water cycle with COG to establish winter rye grass.

1.1.4 Weeding – (Weekly) – All contracted areas shall be kept free of weeds including adjacent sidewalks, curb, and bull noses (when applicable). If de-weeding is not performed, the City will consider the maintenance to be unsatisfactory and the contractor in non-compliance. Landscaped areas shall be controlled with proper mechanical and/or chemical application as necessary to maintain weed free. Compliance for weeds is mandatory. If necessary the Contractor will provide additional personnel to meet compliance. This will be done at the Contractors expense. Complete weeding services shall be provided for all contracted areas on a weekly basis.

1.1.5 Chemical Applications – Applications include but are not limited to fertilization, post-emergent, pre-emergent, and pest control. Applications and associated application rates must be approved by the ROW supervisor 10 working days prior to application.

Turf Fertilization – Turf will be fertilized three times a year:

May – Ammonium sulfate at a rate of 1lb N/1,000 s.f.

July – Urea at a rate of 1 lb. N/1,000 s.f.

September – Phosphate at a rate of 1lb P/1,000 s.f.

Contractor shall be responsible for any adverse affects or death of plant materials, which include trees, shrubs, and turf, due to the application of chemicals, including fertilization, runoff and drift onto adjacent properties.

Contractor at his own expense, shall make all repairs or replacements of damaged plant material within a two-week period once notified by the ROW Supervisor or his staff. The ROW Supervisor will determine the scope of damage and approve all repairs and plant replacements.

Contractor shall submit a list of proposed chemicals complete with current Material Safety Data Sheet (MSDS) specimen labels and specific application rates to be used to the ROW Supervisor or his representative for approval 10 days prior to commencement of contract period. Any additions or substitutions must also be approved 10 days prior to chemical application.

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Any deviation from the approved list without prior written approval of the ROW supervisor shall be grounds for non-payment and termination of contract.

All chemicals and pesticides used must have Environmental Protection Agency registration and State of Arizona Structural Pest Control (SASPCC) approval. Materials, techniques and processes shall comply with all Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be grounds for non-payment and immediate termination of contract.

The contractor and personnel performing the required pest, insect, weed, and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the (SASPCC). **Contractor will include, as part of the bid package, a list of all certified applicators, copies of licenses, certifications, and up to date training certificates.**

City may request verification of certifications during the term of the contract.

1.1.6 Pest, Disease and Insect Control – Contractor will immediately contact the ROW supervisor or his staff concerning pest, insect infestations and plant diseases. Contractor or supervisor of contract will have the knowledge to diagnose and recommend proper procedures for the control of insects, pests, and disease.

Contractor shall also be responsible for all damages resulting from improper procedures or the failure to take normal precautions to control, insects, pests or diseases.

Contractor shall control gophers, ground squirrels, bees, wasps and other pests, which burrow, crawl, fly, nest or otherwise reside on the work site. Contractor shall make recommendation of method and shall furnish all chemicals, rodenticides, insecticides, equipment and labor necessary to provide pest control at various listed areas. Services shall include clean-out and control of all pests. The ROW supervisor or his staff will be notified of infestations and approve any procedures to be used before application of any chemicals.

All chemicals and pesticides used must have Environmental Protection Agency registration and SASPCC approval. Materials and, techniques and

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processes shall comply with all Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be sufficient grounds for non-payment and immediate termination of contract.

The contractor and personnel performing the required pest, insect, weed, and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the (SASPCC). **Contractor will include, as part of the bid package, a list of all certified applicators, copies of licenses, certifications, and up to date training certificates.**

City may request verification of certifications during the term of the contract.

- 1.1.7. Plant Material (Trees, Shrubs, & Turf)** The contractor shall be responsible for damage to or destruction of trees, shrubs, and turf resulting from his performance or lack thereof in accomplishing the scope of the contract.

Contractor shall be held responsible and at his own expense, replace plant material damaged as a result of his service, including the replacement of plants that die from lack of care, water, inappropriate use of pesticides or chemicals, and damage to trees and shrubs by mowers and string trimmers. Contractor will be held responsible for insufficient water, if contractor caused disruption of water delivery system or did not notify water ROW Supervisor or his staff of irrigation problem.

Contractor shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others.

Contractor shall immediately notify the right-of-way Supervisor or his representative of any disease or pest infestation that may result in the destruction of plant material. In the event the disease or pest infestation resulted from improper plant maintenance, Contractor will be responsible for all plant material and labor costs required to restore to its original condition.

- 1.1.8. Performance Standards** – Following is a list of required performance Standards and the recurrence interval for each activity:

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Weeding.....Once per calendar week or as needed to keep areas weed free. (Refer to Section 1.1.4.)

Turf Fertilization – Turf will be fertilized three times a year:

May – Ammonium sulfate at a rate of 1lb N/1,000 s.f.

July – Urea at a rate of 1 lb. N/1,000 s.f.

September – Phosphate at a rate of 1lb P/1,000s.f.

Overseeding Period – Starter fertilizer at a rate of 1 lbs P 1000s.f.

Turf Overseeding – Process will begin in the month of October, with an application rate of 12 –15 LBS per 1,000s.f. (Starter fertilizer can be applied during overseeding, at rate of 1 lbs P/1000s.f.

Cleaning/PolicingOnce per week, (refer to 1.1.1).

Irrigation RepairsAll repairs must be done within 48 hours, spray heads must be tested after each mowing is complete, and performed by utilizing manual run feature at the controller (bleeding the valve is not permitted). It is contractor's responsibility to assure that all broken spray heads are replaced and unplugged to provide consistent spray pattern.

1.2 IRRIGATION SYSTEM MAINTENANCE DETAILS

1.2.1. The Contractor is required to visually inspect the irrigation system each week for proper operation and provide notification of such to Right-of-Way staff.

1.2.2 During the irrigation system inspection, the Contractor shall furnish all labor and equipment to repair or replace damaged and missing spray heads and to plug all emitters/bubblers, spray heads must be tested after each mowing is complete, and performed by utilizing manual run feature at the controller (bleeding the valve is not permitted)

1.2.3 Contractor will be responsible for repairs to all lateral irrigation lines within contract areas.

1.2.4. At the direction of Right-of-Way Supervisor or his representative the Contractor will repair control valves and control clocks on irrigation systems. Clocks will be programmed to City specifications.

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- 1.2.5. The Contractor shall raise valve boxes to the level of the ground surface if needed when directed by the Right-of-Way Supervisor or his representative.
- 1.2.6. If an irrigation system is out of service due to the Contractor's neglect, the Contractor shall be required to water by hand or other means in accordance with plant and vegetation needs, which will be determined by ROW staff. Contractor, at no expense to the City, must replace any plant material that is lost due to contractor negligence.
- 1.2.7. The Contractor shall maintain control clocks with times specified by the Right-of-Way staff. If the Contractor feels that the Right-of-Way's staff specified times need adjustments, the Contractor shall notify Right-of-Way staff in writing where and when the adjustments should be made. The notification is to accompany the weekly report (including when controllers are turned off due to rain or repair). If controller is removed for repair, irrigation system will be manually turned on or battery controller installed on all affected valves in order to maintain watering schedule. The ROW Supervisor will have final say on controller watering times, and type of battery controlled clocks.
- 1.2.8. If the irrigation system control timer has been changed in regard to duration and frequency of water application and the Right-of-Way staff has not been notified of such a change, the Contractor shall be notified in writing of the unauthorized change and the location. **Changing of irrigation times by Contractor will be considered as non-compliance.**
- 1.2.9. The Contractor shall be held responsible for damage done to irrigation system components and plant material due to careless operation of vehicles and maintenance equipment. Contractor will repair all damaged components at his expense.
- 1.2.10. Contractor will be responsible for adjustments of sprinkler heads to achieve maximum coverage and minimum overspray.
- 1.3. **HAZARD/SAFETY REPORTING** – During the normal work hours, contractors shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the site. Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on site, including a prompt report within one (1) day thereof to the Right-of-Way Supervisor or his representative if they occur within City of Glendale boundaries.

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The city through its designees, reserves the right to issue immediate restraints or cease or desist orders to Contractors when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract.

Hazardous conditions, not caused or correctable by Contractors, are to be immediately reported to the Right-of-Way supervisor or his representative

1.4 SERVICE ADDITIONS/INTERRUPTIONS/END OF CONTRACT CONDITIONS

The City of Glendale reserves the right to substitute and or delete maintenance service areas during the contract period. In the event of such a deletion, City will give the Contractor 30 days notice in writing prior to date of discontinuance of maintenance services and responsibilities. The Contractor will be allowed no compensation for loss of work due to deletions.

The City reserves the right to add maintenance service areas during the term of the contract. In the event the City and the Contractor can not agree on maintenance charges, the City reserves the right to maintain the additional areas with City personnel, or other outside contract services.

During the final two (2) calendar weeks of the contract, the ROW Supervisor and/or his representative 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 City. The City 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.

1.5 LANDSCAPE MAINTENANCE SCHEDULES - Contractor shall provide work schedules for each, site to the ROW Supervisor within ten (10) working days after the effective date of the contract. Said work schedules shall be set on an annual calendar and be submitted weekly, identifying the task and frequency of work. The schedule shall delineate the time frames for the landscape maintenance functions and normal day-to-day procedures of the City including contractor inspection of contracted areas. The City reserves the right to make suggested changes to the schedule set up by the Contractor, the specific requirements, and to establish the minimum requirements. The Contractor expressly understands that the intent of this contract is to supply the completed landscape maintenance for the areas indicated. Thereafter, any changes in scheduling shall be submitted, in writing, to the Right-of-Way Supervisor

Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Revisions shall be submitted to the Right-of-Way Supervisor within five (5) workdays prior to scheduled time for the work.

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The Contractor must make every effort to stay on schedule each day and shall complete all routine work during the calendar week that is scheduled, unless unforeseen circumstances out of the control of the Contractor cause delays. All scheduled items not completed during the week must be reported to the Right-of-Way Supervisor or his representative on Monday of the following week with an explanation of why the work was not completed and when this work will be rescheduled. This report shall be in written form.

Weekly schedules will be submitted no later than Thursday 12:00 noon prior to the upcoming week. Failure to submit schedule on time will result in a \$50.00 penalty per instance which will be deducted from monthly payment.

The Right-of-Way Supervisor or his designated representative will determine if work is not done on schedule constitutes non-compliance. The Contractor must gain approval of the City to do work more than five (5) working days ahead of schedule; a phone call will suffice. If prior approval is not requested or obtained, the City may refuse to pay for work items done five (5) or more days ahead of schedule.

Failure to submit schedules or revisions prior to commencement of routine work (except irrigation, sprinkler maintenance and inspection) shall be considered breach of contract in accordance with this document. All schedules must be delivered via FAX. The Right-of-Way Division fax number is (602) 931-9283

1.6 SPECIALIZED HORTICULTURAL MAINTENANCE SCHEDULING AND NOTIFICATION

Contractor shall notify the Right-of-Way (ROW) Supervisor in writing, at least two (2) weeks prior to the date of all specialized horticultural maintenance operations including:

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1. Turf Fertilization
2. Chemical weed control
3. Permanent or temporary product substitution of any herbicide, pesticide, insecticide or fertilizer.
4. Other items as determined by the Right-of-Way Supervisor

Failure to notify in writing of specialized horticultural maintenance schedules shall be considered breach of contract in accordance with this document.

- 1.7 MONTHLY SUMMARY AND WORK REPORT** – Contractor shall prepare a written monthly summary report covering the maintenance activities and submit reports to the Right-of-Way staff, along with monthly invoices for payment.

The Contractor will be required to compile a report of work items completed the previous day. The report will be submitted weekly by 12:00 noon Monday after completion of that week's work. A facsimile machine may be used for this requirement. The Right-of-Way Division fax number is (602) 931-9283

- 1.8 TYPE OF WORK SUPERVISION/DEDICATED EMPLOYEES** - The Contractor shall provide supervision and on-the-job training to assure competent performance of the landscape maintenance work. The Contractor shall furnish at least one Field Supervisor/Working Foreman for the contract. **The Supervisor shall NOT be permitted to oversee other COG contracts concurrently with the ROW 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. If the City does not feel the supervisor is qualified, the Contractor shall remove him/her from that position. An alternate contact will be supplied by Contractor in the event the field supervisor is not available.

The Contractor should provide/install a pager, Fax machine, and a mobile phone for the Contractor's Field Supervisor, to enhance communications between the City and the Contractor's field representative

Contractor's Job Manager, supervisors and service personnel using pesticides and fertilizers 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 management

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personnel and or public. A minimum of one member of every crew must also be fluent in English.

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.

- 1.9 WASTE DISPOSAL** - The contractor is responsible for removing and disposing from contracted sites, all waste handled and/or generated that day in performance of the contract.

All waste will be disposed in plastic bags when possible, all open bed trucks used for transporting of waste must be covered (tarped). City is not required to supply an on-site area or facility for storage or removal of Contractor waste. All debris and any other matter removed from the contract area shall be disposed of in compliance with Federal, State, County and City laws. The Contractor is solely responsible for any disposal fees (dumping charges) incurred during routine maintenance. All empty service and material containers of pesticide and fertilizer products shall be triple rinsed out and disabled in accordance with label instructions to prevent reuse prior to disposal. The disposal must be at an authorized landfill.

1.10 PREVENTION OF ACCIDENT AND PROTECTION OF THE PUBLIC

The Contractor shall provide and maintain all barricades and other barriers related to his work during the period of the contract. Work shall be accomplished with a minimum of traffic interruption; lane restrictions are limited to the hours between 8:30 am and 4:00 pm. Wherever possible, the Contractor shall utilize turn-bays or deceleration lanes for temporary parking of vehicles and equipment, if it is not possible, the vehicle must be pulled completely off the roadway. Cones shall be used to warn, and restrict traffic from entering the area in which the equipment is stored.

Barricades and electric warning lights and notices must be approved by the Right-of-Way Supervisor. City approved barricades, warning lights, and notices shall be erected and maintained by the Contractor in strict accordance with the latest edition of "The City of Phoenix Barricade Manual for Traffic Control," manual.

The Traffic Engineering Department (930-2948) must approve all street lane closures. Lane closures are to be phoned or faxed to the Traffic Engineering Department a minimum of 24 hours in advance.

- 1.11 EQUIPMENT** - The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract. The

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Contractor shall furnish the City with a list identifying all equipment to be used in fulfilling this agreement and notify the City of any additions or deletions.

All vehicles and trailers transporting pesticides and fertilizers and their application equipment will display proper Arizona Structural Pest Control Commission licensing information and adhere to all labeling and transporting procedures as specified by the SASPCC regulation.

All equipment must be maintained in good repair; appearance and sanitary condition at all times. The City reserves the right to inspect the Contractor's equipment at any time to ascertain said condition, and to deny use of inappropriate equipment.

All hand held power equipment i.e., blowers, weed eaters, trimmers, hedgers, chain saws, etc., must be low emission, four cycle, or electric powered.

All vehicles used by the Contractor must be appropriately licensed, insured, and clearly identified with a vehicle number, name of the company, and phone number on each side of the vehicle. The letters shall be at least three (3) inches high and of proportionate width.

Vehicles dedicated to working on City streets will be equipped with directional arrow boards, beacons and/or strobe lights to be approved by the Right-of-Way Supervisor.

- 1.12 QUALITY CONTROL** – The Contractor will submit a copy of their quality control program, as per the requirements of the contract, for evaluation with their bid submittal. Right-of-Way staff will approve or disapprove the Contractor's quality control program within ten (10) working days of submittal. The Contractor must have an approved program before work starts. The program shall include, but not limited to the following: An action plan outlining performance levels, frequency of inspections, work schedules, staffing levels, name of contract person for follow-up and type of equipment to be utilized.
- 1.13 EMPLOYEE IDENTIFICATION** – For visibility to traffic and for personnel safety contractor employees must wear a uniform, shirt, or vest bearing the Contractors name and/or logo. This attire will be fluorescent yellow or red with class 2 reflective strips. This is to be furnished by the Contractor. The ROW Supervisor must approve attire.
- 1.14 WATER** – The City shall furnish all water for the irrigation of ROW plant material with the exception of spraying of fertilizers and chemicals. Penalties will be assessed for wasting of water. Wasting water is a violation of the City of Glendale Ordinance No. 1659. Chapter 30 Article 1, Section 30-4.

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- 1.15 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES** – Each week the Contractor’s performance for each area will be evaluated. In the event the Contractor’s performance does not meet one or more of the performance standards described herein, the Contractor will be given written notice setting forth the deficiencies to be corrected to the Right-of-Way Divisions approval.

In the event the contractor has been notified of a deficiency and the deficiency is not corrected the Right-of-Way Division may perform the services using city personnel or by a separate contract. The cost for follow-up inspections and of the services performed will be deducted from the Contractor’s monthly invoice. The Contractor shall not have the exclusive right during the term of this contract and all renewals thereof, within the City.

Additional items that will constitute non-compliance and are grounds for termination of contract are as follows:

A. Revocation, termination, surrender, or lapse of Contractor’s certification(s) which are required by the City, i.e.: SASPCC, WCISA, ISA, for the term of the contract.

B. Revocation, termination, surrender, or lapse of any insurance required by law or the City of Glendale

Weekly schedules will be submitted no later than Wednesday 12:00 noon prior to the upcoming week. Failure to submit schedule on time will result in a \$50.00 penalty per instance.

- 1.16 INSPECTIONS** – Monitoring will include every facet of operations in the detailed specifications. The Right-of-Way Supervisor or designated representative will serve as monitor to oversee adherence to the contract and to assist in resolving problems as they occur.

The Contractor shall perform maintenance inspections **weekly** during daylight hours of all sites, to insure compliance and **shall be included in the weekly reporting process.**

The City’s monitor provides continuing inspection of all sites to ensure adequacy of maintenance and that methods of performing the work are in compliance with the specifications. Discrepancies and deficiencies in the work shall be noted in writing (E-mails are acceptable) and (unless it is an emergency, in which case a phone call will suffice) brought to the attention of the Contractors representative, by the monitor and shall be corrected by the Contractor as allowed by the Correction Time Limit Schedule (below).

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Failure to correct areas named deficient by the City within the limits of this Correction Time Limit Schedule may result in termination of the contract for default, unless written extensions have been authorized.

CORRECTION TIME LIMIT SCHEDULE

SPRINKLER/BUBBLER MAINT.	2 WORKING DAYS
WEED CONTROL	3 WORKING DAYS
FERTILIZATION	2 WORKING DAYS
POLICING/CLEANING	1 WORKING DAY
PEST CONTROL	5 WORKING DAYS
SCHEDULES	2 WORKING DAYS

1.17 LOCAL OFFICE

Contractor shall maintain a local office with a competent contractor representative who can be contacted during normal working hours. A local office is one that can be reached from within the City of Glendale without a toll call. An e-mail address, fax and a mobile telephone will fulfill the requirement for a local office. Contractor must have a phone number for contact, Monday through Friday, 6:00 am to 5:00pm.

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2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, Terms and Conditions, General Instructions and conditions, and any attachments. The "General Instructions and Conditions" (Revision #1) applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale'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.

2.2 RETURN OF OFFER One CD-ROM containing the entire solicitation, contractor's response to solicitation (Offer) and an originally signed "Offer Sheet" (Section 3.0). With exception to the signed Offer Sheet, no Paper documents will be accepted. Response to the solicitation shall be in MS Word, Excel, Powerpoint and/or PDF format. Offers submitted in a format (paper or electronic) different than specified herein, may be rejected at the discretion of the City. If the offeror does not have this capability, companies such as Kinkos or Alphagraphics can provide this service at a nominal charge.

The offeror shall complete all sections of the solicitation in the format given (ie Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail".

Submittal of the CD-ROM by the offeror in response to this solicitation shall be construed as the offeror's intent to be bound by any resultant contract.

2.3 PREPARATION OF OFFER 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 OFFER SHEET, Section Three

2.3.2 PRICE SHEET, Section Four

2.3.3 ADDENDUM, Return all addenda.

2.3.4 SPECIFICATIONS, Information requested in Section 1.11 and 1.12

2.3.5 EVALUATION CRITERIA, Information requested in Section 2.5

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

2.5 EVALUATION CRITERIA The criteria is listed in order of relative importance.

2.5.1 COST OF SERVICE: ANNUAL PRICE 30%

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

2.5.2 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.

2.5.3 CAPABILITIES 25%

Offers shall describe Contractor's experience related to government and commercial contracts for commercial Right of Way landscape maintenance, detailing tasks such as pruning, irrigation repair, trash removal, and chemical applications, 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 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 24 hour phone number and contact.

2.5.4 REFERENCES 20%

Offers shall provide three letters of references from Arizona companies for whom Contractor has provided similar service for in the past twelve months. Company names, address, phone number, contact person, and 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.

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2.6 EVALUATION PANEL Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible offeror whose proposal is determined to be the most advantageous to the City.

2.7 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.

2.8 PRICE All prices quoted shall be firm and fixed for the specified contract period.

2.9 FOB POINT Prices quoted shall be FOB destination to: City of Glendale, AZ

2.10 TERM OF AGREEMENT The term of agreement for this RFP shall be for a one year initial period.

2.11 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.

2.12 SITE INSPECTION Proposers should 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. To arrange for an inspection contact: Tom Wilkinson at: 623.930.2656.

2.13 INSURANCE Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. The certificate and

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policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Contractor(s) Protective Bodily Injury	\$1,000,000 each occurrence
Contractor(s) Protective Property damage	\$500,000 each accident
Contractual Bodily Injury	\$500,000 aggregate
Contractual property damage	\$1,000,000 each occurrence
Contractual property damage	\$500,000 each accident
Contractual property damage	\$500,000 aggregate
Automobile bodily injury & property damage	\$1,000,000 each occurrence

2.14 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 08-01
Arrowhead Turf Median Maintenance

2.15 REFERENCES Provide with the offer, three letters of reference from companies for whom contractor has provided similar products/services in the last twelve months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this RFP.

2.16 NOTICE OF INTENT TO AWARD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale'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 buyer 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.

2.17 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>

**SECTION THREE
OFFER SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 08-01
Arrowhead Turf Median Maintenance

pNOTE: 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.

3.1 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.

Authorized Signature	Company's Legal Name
Printed Name	Address
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature E-mail Address	Company E-mail Address

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

Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Proposer certifies it is a: Proprietorship _____ Partnership _____ Corporation _____

Minority or woman owned business: Yes _____ No _____

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 08-01
Arrowhead Turf Median Maintenance

4.1 PRICE

Area ID	Location	Description	Square Feet	Monthly Price Per Unit	Annual Price Per Unit
X369	UNION HILLS * MEDIANS * 67 / 75	TURF AND ALL TREES.	94368		
X370	75 AV. MEDIANS * UNION HILLS/BEARDSLEY	TURF AND ALL TREES. OMIT FIRST MEDIAN SOUTH OF BEARDSLEY.	37110		
X489	67 AV. MEDIANS * UNION HILLS/BEARDSLEY	TURF AND ALL TREES. OMIT FIRST MEDIAN SOUTH OF BEARDSLEY.	44325		
		Total Square Feet	175803		
		Total Monthly Price			
		Total Annual Price			

4.2 DISCOUNT/PAYMENT TERMS _____