

AGREEMENT FOR
DEVELOPED AND UNDEVELOPED RIGHT-OF-WAY
LANDSCAPE MAINTENANCE

City of Glendale Solicitation No. RFP 16-37

This Agreement for Developed and Undeveloped ROW Landscape Maintenance for Olive Avenue North ("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 28 day of June, 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 16-37 (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 landscaping maintenance services for the Olive Avenue North area only, in accordance with the requirements contained in RFP 16-37. Contractor will devote sufficient staff and resources 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 \$1,306,848.00 over five (5) 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 Goundskeeper
 c/o Paul Tripp
 620 North Golden Key
 Gilbert, Arizona 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 Eddie Sandoval
 6210 West Myrtle Avenue
 Glendale, Arizona 85301
 623-930-2639

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 two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) 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 thirty (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 and any such price adjustment will be a determining factor for any renewal. 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.

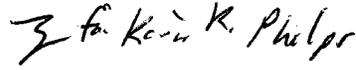
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- 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
DEVELOPED AND UNDEVELOPED RIGHT-OF-WAY
LANDSCAPE MAINTENANCE
RFP 16-73
PROJECT

The Contractor's work shall include: furnishing all materials, tools, supplies, chemicals that include fertilizers, herbicides, post- and pre-emergent, labor, equipment and vehicles necessary to provide landscape maintenance on public ROW areas in accordance with the provisions specified in Section 2.0 Scope of Work and consistent with the contractor's response to the RFP. RFP 16-37 and the Contractor's response are attached and considered as part of this agreement.

(For City of Glendale Use Only)



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-37

DESCRIPTION: DEVELOPED & UNDEVELOPED RIGHT-OF-WAY
LANDSCAPE MAINTENANCE

OFFER DUE DATE AND TIME: Tuesday, April 5, 2016 BEFORE 2:00 PM LOCAL TIME

PRE-OFFER CONFERENCE: Tuesday, March 15, 2016 AT 1:00 PM
Field Operations Conference Room, Building A
6210 W. Myrtle Avenue, Glendale, AZ 85301
Attendance is Optional

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated below. Materials Management is located on the third floor of the Glendale Municipal Office Complex (City Hall) behind 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 time stamped at the Engineering Department's front counter. Late proposals will not be considered.

OFFER SUBMITTAL LOCATION: City of Glendale
Attn: Materials Management
5850 W. Glendale Avenue, Suite 317
Glendale, Arizona 85301

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 **Section 4.22** 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 Offeror's.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Crista Clevenger, Contract Analyst
Purchasing & Materials Management
623-930-2865
CClevenger@glendaleaz.com



City of Glendale
Solicitation Number: RFP 16-37
DEVELOPED AND UNDEVELOPED RIGHT-OF-WAY
LANDSCAPE MAINTENANCE

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

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ATTACHMENTS:

EXHIBITS A & B – OLIVE AVENUE NORTH Maps

EXHIBITS C & D – OLIVE AVENUE SOUTH Maps

EXHIBIT E – GLENDALE AIRPORT Map

	City of Glendale Solicitation Number: RFP 16-37 DEVELOPED AND UNDEVELOPED RIGHT-OF-WAY LANDSCAPE MAINTENANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.0 INTRODUCTION

The City of Glendale (“City”) has maintenance and operations responsibilities for developed and undeveloped Right-of-Way (ROW) areas throughout the city. The responsibilities include decomposed granite, plants, irrigation, herbicide, insecticide, weed control and litter.

1.1 PURPOSE

The City is soliciting proposals from qualified individuals to provide landscape maintenance services described herein. The primary emphasis of the solicitation is to implement and ensure the city has a quality landscaping maintenance program provided by **one or more** experienced and qualified Contractor(s). Services shall be for ongoing needs. Below is a listing for the City ROW & Airport contacts;

1.2 RIGHT-OF-WAY Contacts:

Division	City Contact & Title	Address	Phone	Email
Right-of-Way	Eddie Sandoval Contract Manager	6210 W. Myrtle Glendale, 85301	623-930-2639	ESandoval@glendaleaz.com
Right-of-Way	Roger Boyer ROW Supervisor	6210 W. Myrtle Glendale, 85301	623-930-2656	RBoyer@glendaleaz.com
Airport	James Gum Airport Crew Leader	6801 N. Glen Harbor Blvd.	623-930-4742	JGum@Glendaleaz.com

1.3 BACKGROUND

1.3.1 OLIVE AVENUE NORTH

This project includes 4,928,251 square feet of public ROW, which is comprised of approximately 3,565,921 sf of developed and approximately 1,362,330 sf of undeveloped areas and some sidewalks, from Olive Avenue on the south to Pinnacle Peak Road on the north, and within city limits to the east and west.

Sidewalks will need sweeping and clearing of weeds only. Sidewalk repairs are not part of the scope of work and will not be required unless contractor caused the damage. The City will make all other repairs. See area of service maps attached as Exhibits A & B.

1.3.2 OLIVE AVENUE SOUTH

The project limits include 7,658,538 square feet of public ROW areas; approximately 3,001,631 sf of developed and approximately 4,656,907 sf of undeveloped areas and some sidewalks, from Olive Avenue on the north to Camelback Road on the south, and within city limits to the east and west.

Sidewalks will need sweeping and clearing of weeds only. Sidewalk repairs are not part of the scope of work and will not be required unless contractor caused the damage. The City will make all other repairs. See area of service maps attached as Exhibits C & D.

1.3.3 GLENDALE AIRPORT

This portion of the project comprises 44,928 square feet of landscaped area around and near the airport terminal. There is approximately 8,711 sf of lawn area and 36,217 sf of developed landscaping of trees, shrubs and groundcover. The services requested are for weekly mowing of 6 lawn areas which include cuttings removal, winter Rye overseeding, fertilization and weed control;



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occasional tree and shrub trimming to keep walkways open and sight distances clear; parking lot trees clear of parked vehicles; and weed control. See area of service map attached as Exhibit E.

All irrigation repairs, litter pick-up and sidewalk cleaning are handled by city airport staff.

1.4 DEFINITION OF TERMS

- **Illegal Dumping** – Couches, TVs, landscape debris, broken concrete, dirt piles, mattresses, book cases, junk, etc.;
- **ISA** – International Society of Arboriculture;
- **Litter** – Organic plant material including leaves, limbs, twigs, animal feces, etc.;
- **MSDS** – Material Safety Data Sheet;
- **Pests** – Includes gophers, ground squirrels, bees and wasps;
- **Policing/Cleaning** – Act of removing all manmade trash and litter from contracted City ROW areas;
- **NPDES** – National Pollutant Discharge Elimination System;
- **OPM** – Office of Pest Management;
- **Post-Emergent** – Application of weed-killer directly to existing weeds;
- **Pre-Emergent** – Application of chemicals which will destroy seeds and spores;
- **Raking Out** – Act of raking out granite/soil areas and removing all trash and litter;
- **Rights-of-Way (ROW)** – City easements between curb and sidewalks and residential walls/fencing, and bridge embankments. Includes contracted shoulders, bike and pedestrian paths, and medians;
- **Trash** – All man-made material i.e. paper, cardboard, bottles, broken glass, cans, etc.;
- **WCISA** – Western Conference International Society of Arboriculture;
- **Weeding Out** – Process of mechanically or chemically removing weeds;

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2.0 SCOPE OF WORK

The contractor's work shall include: furnishing all materials, tools, supplies, chemicals that include fertilizers, herbicides, post- and pre-emergent, labor, equipment and vehicles necessary to provide landscape maintenance on public ROW areas in accordance with the provisions specified in this document;

2.1 GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS

- 2.1.1 The contractor's duties include, but are not limited to, tree, shrub, and plant maintenance, trash/litter collection and sidewalk cleaning; Included in the scope of work are repairs of drip and bubbler irrigation systems, and providing weed and pest control;
- 2.1.2 All work shall be performed during daytime hours between 6am and 4pm weekdays, unless otherwise approved by ROW Contract Manager.
- 2.1.3 Work shall be performed Monday through Friday, excluding holidays. The City observes the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If the successful contractor wishes to work on any of the specified holidays, the Right-of-Way Contract Manager shall coordinate that with the contractor; and
- 2.1.4 No work will be performed on weekends without prior approval of the ROW Contract Manager.

2.2 CONTRACTOR COMPLIANCE

- 2.2.1 The contractor shall be considered in compliance with the contract if, after inspection, all of the following have been completed by the contractor:
 - 2.2.1.1 Trees, shrubs and ground covers are pruned in an acceptable manner, i.e., no improper stubs, ripped or torn bark, etc.;
 - 2.2.1.2 Proper pruning to ensure that no damage is made to trees and shrubs;
 - 2.2.1.3 Litter and/or trash have been removed;
 - 2.2.1.4 Weeds and grasses have been treated and removed; and
- 2.2.2 Non-compliance with the above requirements may lead to termination of the contract.

2.3 POLICING AND CLEANING

- 2.3.1 The contractor shall police and clean all contract areas on a biweekly schedule (every two weeks);
- 2.3.2 The contractor shall remove all foreign material, which includes trash, papers, cans, bottles, broken glass, feces, dead plant material, realty, advertising and yard sale signs, etc. from the contract areas;
- 2.3.3 The contractor shall not disturb political signs; and shall report sight obstructions to ROW Contract Manager.
- 2.3.4 Contract areas include, but are not limited to, City designated sidewalks, bridle paths, ROW shoulders, embankments, bike and pedestrian paths and concrete or landscaped medians; and
- 2.3.5 All foreign material shall be retrieved and removed from the site by the contractor and properly disposed of in accordance with all federal, state and local laws, ordinances and regulations.

2.4 RAKING OUT OF DECOMPOSED GRANITE/SOIL AREAS

- 2.4.1 The contractor shall rake out all bare areas dressed with decomposed granite and bare ground areas per schedule in Section 2.15;
- 2.4.2 Raking out shall include the gathering and removing of all trash, organic material, dog and horse feces and material that was not generated by the contract area; and
- 2.4.3 The contractor shall rake out, retrieve, remove from the site, and properly dispose of all material in accordance with all federal, state and local laws, ordinances and regulations.



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2.5 WEEDING

- 2.5.1 The contractor shall weed per the schedule in Section 2.15 in all contracted areas;
- 2.5.2 All contracted areas shall be kept free of grasses and weeds including adjacent sidewalks, slopes, embankments, medians and curbs;
- 2.5.3 If weeding is not performed, the ROW Contract Manager may consider the maintenance to be unsatisfactory and the contractor in non-compliance;
- 2.5.4 The contractor shall control all landscaped areas with proper mechanical and chemical application, as necessary, to maintain contract areas weed and grass free;
- 2.5.5 The contractor shall treat all grasses and weeds with appropriate herbicide prior to mechanical removal; and
- 2.5.6 Contract areas are to be maintained weed and grass free.

2.6 REPAIRS OR REPLACEMENTS OF DAMAGED PLANT MATERIAL

- 2.6.1 The contractor shall be responsible for any adverse effects or death of plant materials, due to the application of chemicals, runoff and drift onto adjacent properties;
- 2.6.2 Damaged flora shall be reported to ROW Contract Manager immediately; the contractor will be considered non-compliant if not reported promptly.
- 2.6.3 The contractor, at his own expense, shall make all repairs or replacements of damaged plant material within a two-week period once approved by the ROW Contract Manager; and
- 2.6.4 The ROW Contract Manager will determine the scope of damage and approve all repairs and plant replacements.

2.7 CHEMICALS AND PESTICIDES

- 2.7.1 The contractor shall submit a list of proposed chemicals complete with current MSDS specimen labels and specific application rates to be used to the ROW Contract Manager for approval ten (10) days prior to commencement of contract period;
- 2.7.2 Any additions or substitutions of the proposed chemicals must also be approved ten (10) days prior to chemical application;
- 2.7.3 Any deviation from the approved list without prior written approval of the ROW Contract Manager shall be grounds for non-payment and termination of contract;
- 2.7.4 All chemicals and pesticides used must have Environmental Protection Agency (EPA) registration and State of Arizona Office of Pest Management (OPM) approval;
- 2.7.5 The contractor's materials, techniques and processes shall comply with all federal, state, and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection;
- 2.7.6 The contractor's failure to comply with all federal, state, and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection shall be grounds for non-payment and immediate termination of contract;
- 2.7.7 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 State of Arizona OPM;
- 2.7.8 The contractor shall provide a list of all certified applicators, copies of licenses, certifications, and up-to-date training certificates;
- 2.7.9 The ROW Contract Manager may request verification of certifications during the term of the contract; and
- 2.7.10 The contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water NPDES reporting and shall provide information on the weekly schedule reports to the ROW Contract Manager.



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2.8 PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION)

- 2.8.1 For the spring and fall application, the contractor shall ensure all applications include all non-turf and open areas per label instructions for long-term (12-month) control: one fall application (October 15 – November 15) and one spring application (February 15 – March 15);
- 2.8.2 Prior to application, the contractor shall rake out and weed landscape areas. Landscape areas must be free of weeds and litter;
- 2.8.3 All pre-emergent applications shall be watered-in within fourteen (14) days of the pre-emergent application at the contractor's expense;
- 2.8.4 The contractor shall submit to the ROW Contract Manager the schedule of applications ten (10) workdays prior to application;
- 2.8.5 The contractor's failure to submit schedule as prescribed may be grounds for termination of contract;
- 2.8.6 The contractor shall obtain pre-emergent certifications for each seasonal application and submit the pre-emergent certifications to the ROW Contract Manager upon completion.

2.9 POST-EMERGENT WEED/GRASS CONTROL

- 2.9.1 The contractor shall treat all weeds and grasses with an appropriate herbicide before the weeds and grasses reach a height of three inches (3") and the weeds and grasses must be mechanically removed;
- 2.9.2 The contractor's post-emergent chemical applications shall include an ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications;
- 2.9.3 In the summer the contractor shall control dicots, monocots and nut sedge by the use of a herbicide (e.g., Round Up), per label instructions;
- 2.9.4 In the winter the contractor shall control weeds in a similar manner (as described above in this section). The use of a 2-4-D broad leaf herbicide is not permitted; and
- 2.9.5 The contractor shall not use soil sterilants of any type.

2.10 PEST, DISEASE AND INSECT CONTROL

- 2.10.1 The contractor shall immediately contact the ROW Contract Manager, concerning pest, insect infestations and plant diseases;
- 2.10.2 The contractor or the contractor's on-site supervisor shall have the knowledge to diagnose and recommend proper procedures for the control of insects, pests, and disease;
- 2.10.3 The contractor shall also be responsible for all damages resulting from improper pest, disease and insect control procedures or the failure to take reasonable precautions to control insects, pests or diseases;
- 2.10.4 The contractor shall control gophers, ground squirrels, bees, wasps and other pests which burrow, crawl, fly, nest or otherwise reside on the work site;
- 2.10.5 The contractor shall make recommendation of method and shall furnish all chemicals, rodenticides, insecticides, equipment and labor necessary to provide pest control at all City-designated ROW areas;
- 2.10.6 The contractor services shall include clean-out and control of all pests;
- 2.10.7 The contractor shall notify the ROW Contract Manager, of infestations;
- 2.10.8 The contractor shall obtain the approval of the ROW Contract Manager for any procedures to be used before the contractor applies any chemicals;
- 2.10.9 All chemicals and pesticides used by the contractor for this contract must have EPA registration and State of Arizona OPM approval;
- 2.10.10 All of the contractor's materials, techniques and processes used for this contract shall comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to health, safety and environmental protection;

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- 2.10.11 The contractor's failure to comply shall be sufficient grounds for non-payment and immediate termination of contract;
- 2.10.12 The contractor and the contractor's 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 State of Arizona OPM;
- 2.10.13 The contractor shall submit a list of all certified applicators employed by the contractor;
- 2.10.14 The contractor shall submit copies of current licenses and certifications for the contractor as well as for each of the contractor's certified applicators; and
- 2.10.15 The City may request verification of certifications during the term of the contract.

2.11 PLANT MATERIAL (TREES, SHRUBS, & GROUNDCOVERS)

- 2.11.1 The contractor shall be responsible for damage to or destruction of trees, shrubs, and groundcover resulting from his performance or lack thereof in accomplishing the scope of the contract;
- 2.11.2 The 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;
- 2.11.3 The contractor will be held responsible for insufficient delivery of water if contractor caused disruption of water delivery system or did not notify ROW Contract Manager of irrigation problem;
- 2.11.4 The contractor shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others;
- 2.11.5 The contractor shall immediately notify the ROW Contract Manager of any disease or pest infestation that may result in the destruction of plant material, and report the location and number of missing plants to the ROW Contract Manager.
- 2.11.6 In the event of disease or pest infestation resulting from the contractor's improper plant maintenance, the contractor shall be responsible for all plant material and labor costs required to restore ROW areas to their original condition;
- 2.11.7 The contractor shall stake any trees replaced during the contract period in accordance with ISA and City specifications: two 2" x 2" x 8' redwood stakes, or approved alternates, on each side of the tree (opposed) approximately eighteen inches (18") from trunk, unless the tree no longer requires staking, as determined by the ROW Contract Manager; and
- 2.11.8 Immediately after windstorms, the contractor shall check all contract areas for trees needing re-staking and retying and begin work to keep trees out of the streets, ROW, and sidewalks.

2.12 PRUNING AND TRIMMING

- 2.12.1 The contractor shall have a Certified Arborist through the ISA or equal, or a Certified Tree Worker through the WCISA, and shall supervise all pruning and trimming of shrubs and trees by the contractor's staff;
- 2.12.2 The contractor shall prune all shrubs and ground covers in an acceptable and consistent manner, to be approved by the ROW Contract Manager;
- 2.12.3 The contractor shall remove all frost-killed plant material in the spring no later than April 1;
- 2.12.4 The contractor's pruning of all shrubs and ground covers shall be to their natural parameters, but not over 18" in height in traffic view corridors.
- 2.12.5 The contractor shall trim all shrubs to a tapered base so as not to allow accumulation of debris at base of shrub;
- 2.12.6 The contractor shall not prune or trim shrubs to a boxed or flat cut without the consent of the ROW Contract Manager;
- 2.12.7 The contractor shall prune/trim plant frost damage at ROW Contract Manager's direction;
- 2.12.8 Groundcovers shall be trimmed at least four inches (4") from all curbs and sidewalks;



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- 2.12.9 Shrub trimming intervals during the Spring/Summer season shall be per the schedule in Section 2.15;
 - 2.12.10 Shrub trimming intervals during the Winter/Fall season shall be per the schedule in Section 2.15;
 - 2.12.11 Shrub trimming intervals may be adjusted at the City's discretion;
 - 2.12.12 The contractor's tree pruning shall be performed following ISA accepted practices, with no stubs or pollarding;
 - 2.12.13 The contractor's tree pruning shall include; (skirting) keeping tree branches out of street at a minimum of thirteen feet (13') high horizontal clearances, out of pedestrian walkways and sidewalks at a minimum of eight feet (8') high vertical clearances, and removing all tree suckers and water sprouts;
 - 2.12.14 The City will perform all tree work above 8 feet, including tree trimming, removals, crown reductions and structural corrections;
 - 2.12.15 All of the contractor's pruning shall be supervised by a certified arborist, as accredited by ISA, or a certified tree worker, as accredited by WCISA;
 - 2.12.16 The contractor 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);
 - 2.12.17 The contractor's tree trimming may be accomplished with hand pruning saws, hand pole saws, hand pruners, loppers, gas powered chain saws, or electric trimming devices;
 - 2.12.18 When the Arizona Department of Environmental Quality (ADEQ) issues a High Pollution Advisory (HPA), the use of leaf blowers and gas powered equipment on governmental properties is prohibited during the advisory period. It is the contractor's responsibility to monitor HPA restrictions;
 - 2.12.19 The contractor's pruning/trimming shall also include the containment of vegetative growth four inches (4") to the inside of the curb line and sidewalks;
 - 2.12.20 The contractor shall also be responsible for the removal of dead, dying, diseased and broken portions of each plant;
 - 2.12.21 The contractor's pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic;
 - 2.12.22 All sight obstructions shall be trimmed within 24 hours of notification, and kept trimmed to prevent recurrence; and
 - 2.12.23 The contractor shall not remove shrubs without the approval of the ROW Contract Manager.
- 2.13 **GLENDALE AIRPORT** - Contractor shall:
- 2.13.1 Ensure mowing areas are clean and free of all debris (paper, stones, bottles, tree limbs, etc.);
 - 2.13.2 Mow Bermuda and Rye grass during their growing seasons once a week;
 - 2.13.3 Perform mowing and edging together on the same day and shall be scheduled in accordance with irrigation schedules;
 - 2.13.4 Apply pre and post emergent as necessary to landscaped areas and turf to keep them weed free at full label directed rate;
 - 2.13.5 Ensure care is given to control dust while mowing for compliance with Maricopa County Environmental Services Department Air Quality Division regulations;
 - 2.13.6 Ensure that mowing height of turf does not exceed 2 ½ inches;
 - 2.13.7 Ensure mowing equipment operates at optimum speed to produce clean cutting results;
 - 2.13.8 Equip all mowers with skirt guards;
 - 2.13.9 Remove mowed clippings from property and dispose of properly;
 - 2.13.10 Edge turf with a mechanical edger along walkways, curbs and headers to maintain a neat appearance and ensure proper coverage and operation of sprinkler heads;



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- 2.13.11 Inform the City contact of delays in schedule due to excessive ground moisture, standing water, etc.;
- 2.13.12 Provide an alternate schedule when delays in mowing occur;
- 2.13.13 Keep all contracted areas, including adjacent sidewalks and curbs, and bull noses as applicable, free of weeds and grasses;
- 2.13.14 Lower (scalp) Bermuda grass to ½ inch or less the last week of September;

2.14 SOIL / TURF CONDITIONING AT AIRPORT– Contractor shall:

- 2.14.1 Notify the City at least two (2) weeks prior to the date of performing soil/turf conditioning such as turf fertilization, and chemical weed control;
- 2.14.2 Apply 3 times a year (Applications and associated rates must be approved by Contract Manager two weeks prior to application);
 - a. May – Ammonium sulfate at a rate of 1 lb. 1,000 square feet;
 - b. July – Urea at a rate of 1 lb. 1,000 square feet;
 - c. September - Phosphate at a rate of 1 lb. 1,000 square feet;
- 2.14.3 Apply Perennial Rye seed at the rate of 12-15 pound per 1,000 square feet over scalped areas in the month of September no later than 1-day after scalping; and
- 2.14.4 Apply starter fertilizer and the area top dressed with mulch;

2.15 PERFORMANCE STANDARDS

The following is a list of required performance standards and the recurrence interval for each activity:

Activity	Performance Standard and Recurrence Interval
Policing and Cleaning	Once every two weeks (biweekly)
Raking out	Once every two weeks (biweekly)
Weeds/Grasses	Once every two weeks or as needed to keep areas weed/grass free.
Pre-Emergent Application	Twice per year, Spring and Fall, at full label directed rate
Post-Emergent	As needed to keep areas weed free, at full label directed rate
Shrub Trimming	For Spring and Summer once every 20 calendar days. For Fall and Winter once every 8 weeks.
Tree Trimming	Twice a year or more as needed
Attention to Sidewalks	Once every two weeks (biweekly) – weeding and sweeping only
Mowing at Airport	Every week during seasonal growth of Bermuda & Rye

2.16 ROW IRRIGATION SYSTEM MAINTENANCE DETAILS

- 2.16.1 The contractor shall visually inspect the irrigation system each week for proper operation and provide notification of such to ROW Contract Manager;
- 2.16.2 The Contractor is responsible for irrigation water delivery past the valves, through the piping, tubing, emitters and bubblers, and to plug all emitters not delivering water to plant material (missing plants). Valves, controllers and back-flow prevention devices will be maintained by the City;
- 2.16.3 The contractor shall report location and number of missing plants to the ROW Contract Manager;
- 2.16.4 The contractor shall flush the irrigation system after repairs have been made, using the control valves;
- 2.16.5 The contractor may ONLY repair control valves on irrigation systems at the direction of City ROW Irrigation Technician;



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- 2.16.6 The contractor shall repair control valves and control clocks on irrigation systems, when directed by the Irrigation Technician, at the hourly rate established in the contract, plus parts or replacement components, as an addition to the monthly invoiced amount.
- 2.16.7 The contractor shall raise valve boxes to the level of the ground surface, if needed, when directed by the City ROW Irrigation Technician;
- 2.16.8 If an irrigation system is out of service due to the contractor's neglect, the contractor shall water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored;
- 2.16.9 The contractor, at no expense to the City, must replace any plant material that is lost due to contractor negligence;
- 2.16.10 The contractor shall maintain irrigation control clocks with times specified by the City ROW irrigation staff;
- 2.16.11 The contractor shall notify City ROW irrigation staff as to where and when irrigation control clock adjustments should be made, if the City's specified times need adjustments;
- 2.16.12 The contractor's notification of irrigation control clock adjustments shall accompany the weekly report (including when controllers are turned off due to rain or repair);
- 2.16.13 The City ROW Irrigation Technician shall have final say on controller settings;
- 2.16.14 The changing of irrigation times by the contractor, without the agreement of ROW irrigation staff, shall be considered non-compliance with the contract;
- 2.16.15 The contractor shall be held responsible for damage done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment; and
- 2.16.16 The contractor shall repair all damaged components at his expense, if damage is due to the contractor's operation of vehicles and maintenance equipment.

2.17 LANDSCAPE MAINTENANCE SCHEDULES

- 2.17.1 The contractor shall provide work schedules to the ROW Contract Manager within ten (10) working days after the effective date of the contract;
- 2.17.2 The work schedules shall be weekly, identifying the task and frequency of work and chemicals to be applied;
- 2.17.3 The schedule shall delineate the time frames for the landscape maintenance functions and normal day-to-day procedures of the contractor, including contractor inspection of contracted areas;
- 2.17.4 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;
- 2.17.5 The contractor shall supply complete landscape maintenance for the ROW areas designated in the Scope of Work and in accordance with the agreed-upon schedule;
- 2.17.6 Any agreed-upon changes in scheduling shall be submitted by the contractor, in writing, to the ROW Contract Manager;
- 2.17.7 The contractor shall submit revised schedules when actual performance differs substantially from planned performance. Revisions shall be submitted to the ROW Contract Manager within five (5) workdays prior to scheduled time for the work;
- 2.17.8 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;
- 2.17.9 Weekly schedules shall be submitted no later than noon every Thursday prior to the upcoming week;
- 2.17.10 The ROW Contract Manager will determine if work that is not done on schedule constitutes non-compliance;



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- 2.17.11 The ROW Contract Manager's approval to do work more than five (5) working days ahead of schedule may be obtained from a phone call to the ROW Contract Manager;
- 2.17.12 If the contractor does not obtain prior approval, the City may refuse to pay for work items done five (5) or more days ahead of schedule;
- 2.17.13 Failure to submit schedules or revisions prior to commencement of routine work (except irrigation, maintenance and inspection) shall be considered breach of contract in accordance with this document; and
- 2.17.14 Contractor must deliver all schedules to the ROW Contract Manager via email at ESandoval@glendaleaz.com.

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3.0 SPECIFICATIONS

3.1 HAZARD AND SAFETY REPORTING

- 3.1.1 The contractor shall, during the normal work hours, obtain emergency medical care for any member of the public who is in need of such care due to illness or injury occurring on the work site;
- 3.1.2 The 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 day thereof to the ROW Contract Manager, if the accident or death occurred within City of Glendale boundaries;
- 3.1.3 The City, through its designees, reserves the right to issue immediate restraints or cease and desist orders to the contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract;
- 3.1.4 The contractor shall report immediately to the ROW Contract Manager, all hazardous conditions in the City contract areas; and
- 3.1.5 The contractor shall report immediately to the ROW Contract Manager, spills of any chemicals that enter the streets/gutters, storm drain system, sanitary sewer, or that may cause an adverse impact to the safety of humans or the environment.

3.2 SCOPE OF SERVICE ADDITIONS, SUBSTITUTIONS AND DELETIONS

- 3.2.1 The City reserves the right to substitute, expand, reduce and/or delete maintenance service areas during the contract period;
- 3.2.2 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;
- 3.2.3 In the event of additional service requirements, the City and Contractor shall agree upon changes in writing by completing an Amendment to the Agreement; 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;
- 3.2.4 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
- 3.2.5 **The Contractor shall not be compensated for the loss of work due to deletions and/or substitutions.**

3.3 END-OF-CONTRACT CONDITIONS

- 3.3.1 During the final two (2) calendar weeks of the contract, the City ROW Contract Manager, and the contractor shall make a final inspection to determine the condition of all landscape areas;
- 3.3.2 Items found during the final inspection to be improperly maintained by the outgoing contractor will be listed and evaluated by the City; and
- 3.3.3 The City will arrange for repairs to be made and the costs for making repairs to the areas shall be deducted from final payments to the outgoing contractor.

3.4 MONTHLY INVOICES

The contractor shall prepare a monthly invoice for payment, following the month of service, and submit to the City ROW Supervisor, **for ROW areas**. This invoice should be e-mailed to RBoyer@glendaleaz.com. **Airport** invoices should be e-mailed to RAlexander@Glendaleaz.com.

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3.5 CONTRACTOR DEDICATED EMPLOYEES, EMPLOYEE CONDUCT AND CONTACT INFORMATION

- 3.5.1 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;
- 3.5.2 The contractor shall furnish at least one field supervisor (working foreman) for the contract;
- 3.5.3 The contractor shall have a field supervisor available during working hours for coordination with the City;
- 3.5.4 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;
- 3.5.5 The contractor shall provide an alternate contact in the event the contractor's field supervisor is not available;
- 3.5.6 The contractor shall provide to the ROW Contract Manager a facsimile (fax) number, an email address, and a mobile phone number for the contractor's field supervisor;
- 3.5.7 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;
- 3.5.8 Each of the contractor's work crews shall have a minimum of one person who is able to speak fluent 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.

3.6 WASTE

- 3.6.1 The contractor shall remove from contract areas and properly dispose of all waste generated and/or handled by the contractor in that same day it is handled and/or generated and in compliance with federal, state, county and City laws and regulations;
- 3.6.2 The contractor's open bed trucks used for transporting of waste must be covered (tarp);
- 3.6.3 The contractor shall be responsible for any and all dumping charges; and
- 3.6.4 The contractor's disposal of waste must be at an authorized landfill.

3.7 ACCIDENT PREVENTION, PROTECTION OF THE PUBLIC AND BARRICADING

- 3.7.1 The contractor shall provide and maintain all barricades and other barriers related to the contractor's work during the period of the contract;
- 3.7.2 The contractor's work shall be accomplished with a minimum of traffic interruptions;
- 3.7.3 The contractor's use of barricades, electric warning lights and notices must be approved by the City's Traffic Engineer or designee
- 3.7.4 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", should the need arise; and
- 3.7.5 The contractor must submit all requests for street lane closures to the City Traffic Engineering Department (623-930-2950) and must receive Traffic Engineering Department approval prior to lane closures.

3.8 SAFETY – Contractor shall:

- 3.8.1 Use barricades and caution tape in areas under repair that are not constantly supervised by Contractor; all barricades must be approved by the City's Traffic Engineer;
- 3.8.2 Not restrict travel lanes or sidewalks on roadways between the hours of 6am-8:30am & 4pm-6pm without City Traffic Engineer's approval;



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- 3.8.3 Utilize turn-bays or deceleration lanes when possible for temporary parking of vehicles and equipment. If this isn't possible, Contractor shall pull vehicles completely off the roadway, and not on or across the sidewalk;
- 3.8.4 Use 28 inch cones to warn, and restrict traffic from entering area where equipment is stored;
- 3.8.5 Have appropriately licensed, insured, and clearly identified vehicles with a vehicle number, name of the company, and phone number on each side of the vehicle. Lettering shall be at least three inches (3") high and of proportionate width;
- 3.8.6 Use a barricade company that is certified in the City of Glendale to set and pick all lane restrictions that are longer than 45 minutes;
- 3.8.7 Have all vehicles and warning lights/boards entirely out of traffic lanes; and
- 3.8.8 Have all employees in work area wear a Type II reflective vest at all times.

3.9 EQUIPMENT

- 3.9.1 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 on the City's ROW areas;
- 3.9.2 The contractor shall furnish to the City ROW Contract Manager a list identifying all equipment to be used in fulfilling this agreement, within 10 days of contract, and notify the City of any additions or deletions;
- 3.9.3 All of the contractor's vehicles and trailers transporting herbicides and their application equipment shall display proper State of Arizona licensing information and adhere to all labeling and transporting procedures as specified by the State of Arizona regulations;
- 3.9.4 The contractor shall maintain all of the contractor's equipment in good repair, appearance and sanitary condition at all times. The contractor shall perform regular maintenance activities to reduce leaks, spills, or other unintended discharges of chemicals associated with the application of chemicals;
- 3.9.5 The City reserves the right to inspect the contractor's equipment at any time to ascertain the condition of the equipment, and to deny use of inappropriate equipment;
- 3.9.6 All of the contractor's handheld power equipment, i.e., blowers, weed eaters, trimmers, hedgers, chain saws, etc., must be low emission, four-cycle or electric powered;
- 3.9.7 When the Arizona Department of Environmental Quality (ADEQ) issues a High Pollution Advisory (HPA), the use of leaf blowers and gas powered equipment on governmental properties is prohibited during the advisory period. It is the contractor's responsibility to monitor HPA restrictions;
- 3.9.8 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 vehicle number, name of the company, and phone number letters shall be at least three inches (3") high and of proportionate width;
- 3.9.9 The contractor shall maintain herbicide application equipment in proper operating condition by adhering to any manufacturer's conditions and industry practices, and by calibrating, cleaning and repairing such equipment on a regular basis to ensure effective pesticide application and pest control;
- 3.9.10 The contractor must ensure that the equipment's rate of herbicide application is calibrated to deliver the precise quantity of pesticide needed to achieve greatest efficiency against the target pest.

3.10 QUALITY CONTROL PROGRAM

The contractor's approved quality control program shall include, but not be 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.

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3.11 EMPLOYEE IDENTIFICATION

- 3.11.1 For visibility to traffic and for personnel safety, the contractor must provide, and each of the contractor's employees must wear, a uniform, shirt or vest bearing the contractor's name and/or logo; and
- 3.11.2 The uniform, shirt or vest must be fluorescent yellow/red/or orange with Type II reflective strips.

3.12 WATER/ELECTRICITY

- 3.12.1 The contractor must comply with all Maricopa County dust control regulations;
- 3.12.2 The City will furnish all water and electricity for the irrigation of ROW plant material;
- 3.12.3 The contractor shall furnish all water needed for the watering-in of pre-emergent and the spraying of fertilizers and chemicals; and
- 3.12.4 Penalties may 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.

3.13 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES

- 3.13.1 Each week the contractor's performance for City designated contract area will be evaluated by the City;
- 3.13.2 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 City ROW Contract Manager's approval;
- 3.13.3 In the event the contractor has been notified of a deficiency and the deficiency is not corrected, the City ROW Division may perform the services using City personnel or by a separate contract;
- 3.13.4 The contractor shall not have the exclusive right for ROW landscape maintenance during the term of this contract and all renewals thereof, within the City;
- 3.13.5 Additional issues that shall constitute non-compliance and are grounds for termination of contract are as follows:
- 3.13.6 Revocation, termination, surrender or lapse of contractor's certification(s) during the term of the contract; and
- 3.13.7 Revocation, termination, surrender or lapse of any insurance required by federal, state or local agencies.

3.14 INSPECTIONS – CONTRACTOR'S AND CITY'S

- 3.14.1 The City's monitoring (inspections) shall include every facet of operations in these detailed specifications;
- 3.14.2 The City ROW Contract Manager will serve as monitor to oversee adherence to the contract and to assist in resolving problems as they occur;
- 3.14.3 The contractor shall perform maintenance inspections weekly during daylight hours of all sites to ensure compliance, and inspections shall be included in the weekly reporting process;
- 3.14.4 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;
- 3.14.5 The City's monitor shall note discrepancies and deficiencies in the work in writing and, unless it is an emergency (in which case a phone call will suffice), shall be brought to the attention of the contractor's representative;
- 3.14.6 The contractor shall correct all work discrepancies and deficiencies identified in writing in a timely manner as allowed by the Correction Time Limit Schedule (below);
- 3.14.7 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; and



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3.15 CORRECTION TIME LIMIT SCHEDULE -

Drip/Bubbler Maintenance	2 Working Days
Weed Control	3 Working Days
Policing/Cleaning	1 Working Day
Pest Control	5 Working Days
Pruning & Tree Maintenance	1 Working Day
Visual Obstruction	1 Working Day
Dead Plant Removal	2 Working Days
Schedules	2 Working Days
Mowing at Airport	2 Working Days

3.16 CONTRACTOR RESPONSIBILITIES - Failure to comply shall be sufficient grounds for non-payment and immediate termination of Contract. Contractor shall:

- 3.16.1 Monitor and inspect landscaping weekly during daylight hours to ensure compliance;
- 3.16.2 Maintain landscaped areas with proper mechanical and chemical application as necessary to ensure contracted areas are free of weeds and unwanted grass;
- 3.16.3 Treat all unwanted grasses and weeds with appropriate herbicide prior to mechanical removal;
- 3.16.4 Be accountable for any material damaged as a result of his/her service;
- 3.16.5 Be accountable for the replacement of plants that die from lack of care, and inappropriate use of pesticides or chemicals;
- 3.16.6 Be accountable for insufficient watering; if Contractor caused disruption of water delivery system or did not notify ROW staff of irrigation problem;
- 3.16.7 Be responsible for the replacement of damage to, or destruction of, trees, shrubs, and groundcover resulting from performance or lack thereof in accomplishing the scope of the contract;
- 3.16.8 Not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others;
- 3.16.9 Be responsible for re-staking, when needed, all trees that are staked at the beginning of the contract;
- 3.16.10 Submit a list of proposed chemicals complete with current Material Safety Data Sheet (MSDS), copies of chemical specimen labels for products used for contracted services, and specific application rates when requested;
- 3.16.11 Not waste water as it is a violation of City Ordinance No. 1659, Chapter 30, Article 1, Section 30-4; and
- 3.16.12 Not use blowers on high pollution advisory (HPA) days.
- 3.16.13 Maintain a local office with a competent contractor representative who can be contacted during normal business hours of Monday through Friday, 6:00am to 5:00pm. *(An electronic address, fax, and a mobile telephone number will fulfill this requirement).*

3.17 CITY RESPONSIBILITIES - Prior to commencement of work, the City ROW Contract Manager shall:

- 3.17.1 Schedule a kick-off meeting with Contractor(s) and their Supervisor to discuss the operational plan for the contracted work. Discussions shall include:
 - 3.17.1.1 Walk-through of representative and unusual sites;
 - 3.17.1.2 Finalize Work Schedules with Contractor (shall include tasks, frequency of work, number of workers performing each task);
- 3.17.2 Monitor every facet of Services described and to be performed in the Scope of Work;
- 3.17.3 City ROW Contract Manager shall be available for questions and respond to issues raised by landscaping Contractor as needed; and
- 3.17.4 City shall furnish all water and power for the irrigation.



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4.0 SPECIAL INSTRUCTIONS

4.1 PRE-OFFER CONFERENCE

4.1.1 A Pre-Offer Conference will be held on March 15, at 1:00 PM, Local Time, located at the Field Operations Conference Room, Building A, 6210 W. Myrtle Avenue, Glendale, AZ 85301. Attendance is optional. 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-Rom or flash drive as one file folder. The folder shall be identified as "RFP 16-37 – 'Original - Name of Offeror.'" (For example: RFP 16-37 – Original - ABC Company.)

The proposal responses and copies shall be submitted in bound format (three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Offer Package** 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." Offers that do not conform to the above format may be rejected.

The proposal shall be presented in a complete, concise and effective response void of general answers or reference to sales literature.

4.3 PREPARATION OF OFFER PACKAGE 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:

4.3.1 OFFER SHEET, Section 6.0

4.3.2 PRICE SHEET, Section 7.0

4.3.3 ADDENDUM, Return all addenda (if applicable).

4.3.4 SUBMISSION REQUIREMENTS, Section 4.22 (written narrative)

4.4 EVALUATION CRITERIA The criteria is listed below with their relative weights.

4.4.1 Experience and Qualifications 45%

4.4.2 Method of Approach 30%

4.4.3 Cost 25%

4.5 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 Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.



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- 4.6 **SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie that the Offeror did, in fact, make a site inspection and is aware of all conditions.
- 4.7 **INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Analyst whose name appears above on page 1. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 4.8 **EVALUATION PANEL** Offeror 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.
- 4.9 **PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 4.10 **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.
- 4.11 **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.
- 4.12 **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.
- 4.13 **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.
- 4.14 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and/or to award based on submitted information.
- 4.15 **DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

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- 4.15.1 Eliminate minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements;
 - 4.15.2 Determine in greater detail such Offeror's qualifications;
 - 4.15.3 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 4.15.4 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - 4.15.5 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 4.16 **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.
- 4.17 **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.
- 4.18 **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 4.19 **COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).
- 4.20 **NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part



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of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- 4.21 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.

4.22 SUBMISSION REQUIREMENTS (Refer to Evaluation Criteria, Item 4.4)

Offeror's should provide written, narrative responses for each item requested within the criteria below. When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror's, at a minimum must submit the following:

4.22.1 EXPERIENCE AND QUALIFICATIONS.....(45%)

4.22.1.1 Offeror's proposal should include:

- 4.22.1.1.1 Company profile that details company history;
- 4.22.1.1.2 Organization chart;
- 4.22.1.1.3 Business locations; and
- 4.22.1.1.4 Number of years in business.

4.22.1.2 Offeror shall provide names and years' of experience of key personnel, names of any subcontractors used and years' of experience.

4.22.1.3 Offeror's shall demonstrate their firm's knowledge of equipment, labor assignment capacity, and success in providing landscaping services.

4.22.1.4 Offeror shall identify all appropriate licenses held by company, key personnel to be used on this contract and subcontractors.

4.22.1.5 Offeror shall demonstrate their knowledge of materials, techniques and processes that comply with Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection;

4.22.1.6 Offeror's should provide details of projects undertaken that are of similar nature and size based on the City's Specifications.

4.22.1.7 Is your firm a current member of and in good standing with the Associated Landscape Contractors of America (ALCA) or comparable organization?

4.22.1.8 Offeror shall list other industry association memberships. If none, respond with "NONE".

4.22.1.9 Offeror's shall submit a list of three (3) clients for whom Offeror has provided landscaping services and clearly identify the types of properties maintained in the last three years. Include:

- 4.22.1.9.1 Company name, address, phone number;
- 4.22.1.9.2 Contact person, email address;



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- 4.22.1.9.3 A description of landscaping services provided, number of personnel used, dates of services provided;
- 4.22.1.9.4 Letters of reference are optional

4.22.2 METHOD OF APPROACH.....(30%)

- 4.22.2.1 Offeror shall clearly provide their written understanding of the City's requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish work and timelines.
- 4.22.2.2 Offeror's shall provide a communication plan between key personnel and the City of Glendale Area of Service contact or representative.
- 4.22.2.3 Offeror shall describe method and approach for inspecting work performed by its employees and the process involved for correcting work not performed satisfactorily.

4.22.3 PRICING STRUCTURE.....(25%)

- 4.22.3.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 7. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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5.0 SPECIAL TERMS AND CONDITIONS

- 5.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. 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. Offeror's are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 5.2 **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.
- 5.3 **TERM OF AGREEMENT** The initial term of the contract shall be two (2) years upon approval by the City Council.
- 5.4 **OPTION TO EXTEND** The City of Glendale may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. 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.
- 5.5 **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.
- 5.6 **MINIMUM SCOPE AND LIMIT OF INSURANCE** Coverage shall be at least as broad as:
 - 5.6.1 **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.
 - 5.6.2 **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.
 - 5.6.3 **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.

Other Insurance Provisions

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

Additional Insured Status



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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.

Contractor shall be in full compliance with the provisions of the Arizona Workers' 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 subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

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5.7 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 “Indemnitee”) 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 Indemnitee shall, in all instances, 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.

5.8 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.

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.

5.9 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.aspx>.

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



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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.

- 5.11 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

- 5.12 CERTIFICATION** By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

- 5.13 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 7.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 5.14 PRICE** All prices quoted shall be firm and fixed for the specified contract period.



City of Glendale
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LANDSCAPE MAINTENANCE

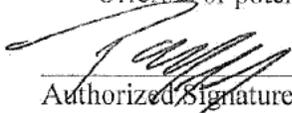
CITY OF GLENDALE
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- 5.15 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 5.16 TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
- 5.17 DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 5.18 TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 5.19 REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 5.20 ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 5.21 IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf 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. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described 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. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself 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. Contractor's warranty and obligations under this Section I 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. 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.

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6.0 OFFER SHEET

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

 _____ Authorized Signature	The Groundskeeper _____ Company's Legal Name
Paul Tripp _____ Printed Name	620 N. Golden Key _____ Address
Landscape Consultant _____ Title	Gilbert, AZ 85233 _____ City, State & Zip Code
480-545-0456 _____ Telephone Number	480-545-0016 _____ FAX Number
pault@groundskeeper.com _____ Authorized Signature Email Address	04/01/2016 _____ Date

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

_____ Contact Name	_____ Phone Number	_____ Fax Number
_____ Contact Email Address		

FEDERAL TAXPAYER ID NUMBER: [REDACTED]

Arizona Sales Tax No. [REDACTED] Tax Rate N/A

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

	<p style="text-align: center;">City of Glendale Solicitation Number: RFP 16-37 DEVELOPED AND UNDEVELOPED RIGHT-OF-WAY 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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7.0 PRICE SHEET

7.1 OLIVE AVENUE NORTH LANDSCAPE MAINTENANCE
CONTRACT GROUPS A & B

ANNUAL AMOUNT: \$ 249,710.00

7.2 OLIVE AVENUE SOUTH LANDSCAPE MAINTENANCE
CONTRACT GROUPS C & D

ANNUAL AMOUNT: \$ 328,732.00

7.3 GLENDALE AIRPORT LANDSCAPE MAINTENANCE

ANNUAL AMOUNT: \$ 10,800.00

7.4 HOURLY RATE FOR IRRIGATION SYSTEM REPAIRS \$ 30.00
(Per Section 2.16.6)

Company Name: The Groundskeeper

EXHIBIT B
DEVELOPED AND UNDEVELOPED RIGHT-OF-WAY
LANDSCAPE MAINTENANCE
RFP 16-73
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5, Billings and Payment of the Agreement. The amount of the compensation for landscape services rendered, is provided in the City of Glendale best and final offer document for Solicitation No. RFP 16-37, which is attached for this Project (Olive Avenue North only) to this Exhibit B.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required in the Olive Avenue North rights-of-way during the entire term of the Project must not exceed \$246,105.00 per year for the initial 2-year term (i.e. a total of \$492,210.00), \$258,410.00 for year three, \$271,331.00 for year four and \$284,897.00 for year 5 and must not exceed the total amount of \$1,306,848.00 for the entire 5 year period if all renewal term options are exercised.

DETAILED PROJECT COMPENSATION

The Contractor shall provide landscape maintenance services for the OLIVE AVENUE NORTH portion of the solicitation only. This project includes 4,928,251 square feet of public ROW, which is comprised of approximately 3,565,921 sf of developed and approximately 1,362,330 sf of undeveloped areas and some sidewalks, from Olive Avenue on the south to Pinnacle Peak Road on the north, and within city limits to the east and west. Sidewalks will need sweeping and clearing of weeds only. Sidewalk repairs are not part of the scope of work and will not be required unless contractor caused the damage.



SOLICITATION NUMBER: RFP 16-37
DESCRIPTION: DEVELOPED AND UNDEVELOPED ROW LANDSCAPE MAINTENANCE
DUE DATE AND TIME: April 19, 2015 @ 3:00 PM (Local Time)

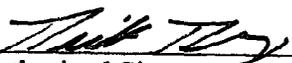
Best and Final Offers may be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above. Also included shall be the Offeror's name and address clearly indicated on the envelope. For the purposes of this solicitation, Best and Final Offers may be submitted via EMAIL in a pdf (ADOBE) format. Please label the file as "RFP 16-37 - 'Name of Offeror' - BAFO Developed and Undeveloped ROW 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:

<u></u> Authorized Signature	<u>The Groundskeeper</u> Company's Legal Name
<u>Nick Perez</u> Printed Name	<u>620 N. Golden Key</u> Address
<u>Regional Manager</u> Title	<u>Gilbert, AZ 85233</u> City, State & Zip Code
<u>480-545-0456</u> Telephone Number	<u>480-545-0016</u> FAX Number
<u>4/15/2016</u> Date	<u>nickp@groundskeeper.com</u> E-mail Address

April 14, 2016

BEST AND FINAL OFFER (BAFO)

The City of Glendale evaluation committee has evaluated your proposal in response to **RFP 16-37 Developed and Undeveloped ROW 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 PRICE

7.1 Offeror shall enter their BEST AND FINAL OFFER below based on the Areas of Service for all items defined in the Scope of Services.

AREA OF SERVICE	ANNUAL AMOUNT
* <u>OLIVE AVENUE NORTH</u>	\$ 246,105.00
<u>OLIVE AVENUE SOUTH</u>	\$ 324,136.00
<u>GLENDALE AIRPORT</u>	\$ 10,800.00

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.

Regards,

Crista Clevenger

Crista Clevenger, Contract Analyst
CClevenger@Glendaleaz.com
Materials Management
City of Glendale
623-930-2865

EXHIBIT C
DEVELOPED AND UNDEVELOPED RIGHT-OF-WAY
LANDSCAPE MAINTENANCE
RFP 16-73
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.