

# Staff Summary Report



Council Meeting Date: 5/28/2009

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request approval of two-year contracts with Central Arizona Landscape Management, Desert Glen Commercial Landscape Group, Inc., ISS Grounds Control, Inc., Natural State Landscaping, LLC., Reyes & Sons Landscape LLC., Somerset Landscape Maintenance Inc., and Westscape Environmental, Inc. for as-needed, miscellaneous landscape services to supplement the City's work force.

**DOCUMENT NAME:** 20090528fslg05 **PURCHASES (1004-01)**

**COMMENTS:** (09-084) Total cost for this contract shall not exceed \$524,000.

**PREPARED BY:** Lisa Goodman, CPPB, Procurement Officer, 480-350-8533

**REVIEWED BY:** Michael Greene, CPM, Central Services Administrator, 480-350-8516  
Mark Richwine, Parks and Recreation Manager, 480-350-5325  
Chris Salomone, Community Development Manager, 480-350-8294

**LEGAL REVIEW BY:** David Park, Assistant City Attorney, 480-350-8907

**DEPARTMENT REVIEW BY:** Jerry Hart, CPA, Financial Services Manager, 480-350-8505

**FISCAL NOTE:** Sufficient funds have been appropriated in cost centers 2511, 2512, 2551 through 2559, 4414, 4415, 3310, 3611, 6302799, 6399839 and other CIPs; account codes 6671 or 6672 for the anticipated expenditure in the current fiscal year.

**RECOMMENDATION:** Approve the contracts.

**ADDITIONAL INFO:** Background Information

The Parks purpose of this contract is to provide as-needed miscellaneous landscaping services to supplement the City's work force. The City is establishing a qualified list of contractors to provide quotes for required landscaping and irrigation services.

#### Evaluation Process

The City received fourteen proposals in response to this solicitation. An evaluation committee composed of Parks and Recreation and Procurement staff reviewed and scored the proposals according to the criteria listed in the solicitation that included 1) experience of personnel performing work, 2) cost, 3) references, 4) warranty, and 5) overall responsiveness. Since each vendor did not propose all groups, the evaluation committee selected the five highest scoring vendors per group for award.

The following matrix details the average hourly pricing proposed for each firm and the evaluation scores:

<u>Firm</u>	<u>Average Hourly Price</u>	<u>Score</u>
Reyes & Sons Landscape.	\$16.48	80
Somerset Landscape Maint	\$25.29	69.16
Westscape Environmental	\$30.92	66.68
Central AZ Landscape Maint	\$23.28	65.44
Desert Glen Commercial	\$20.85	64.76
ISS Grounds Control	\$38.60	64.72
United Right of Way	\$34.86	62.96
Natural State Landscaping	\$28.61	62.88
Last Call Install	\$30.67	62.8
Desert Care Landscape	\$45.46	61.28
Handyman Maintenance	\$28.39	61.2
Landscapes Unlimited	\$55.95	60.68
Pacheco Brothers Garden	\$69.52	57
Agave Environmental	\$51.88	51.36

The following matrix lists the details the groups each vendor is being recommended for award.

<u>Recommended Firm</u>	<u>Groups</u>
Reyes & Sons Landscape	1, 2, 4, 5, 7, 8
Somerset Landscape Maint	1, 2, 4, 5, 6, 7, 8
Westscape Environmental	1, 2, 4, 5, 6, 7, 8
Central AZ Landscape Maint	1, 2, 4, 5, 6, 7, 8
Desert Glen Commercial	1, 2, 4, 7, 8
ISS Grounds Control	5, 6
Natural State Landscaping	6

Group 3 Installation of Fertigation Components will not be awarded and will be solicited with a more detailed scope and work.

ORIGINAL

### Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name:	Central Arizona Landscape Mgmt				
Company Mailing Address:	29008 N 69th Ave				
City:	Peoria	State:	AZ	Zip:	85383
Contact Person:	Haven Black		Title:	Secretary	
Phone No.:	(623) 581-8555	FAX:	(623) 434-9452	E-mail:	calm.landscaping@cox.net
<u>Company Tax Information:</u>					
Arizona Transaction Privilege (Sales) Tax No.:	07-566235-0			or	
Arizona Use Tax No.:	_____				
Federal I.D. No.:	86-0902779				
City & State Where Sales Tax is Paid:	Phoenix, AZ				
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	_____				

### THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Robert Black  
Title of Authorized Individual (TYPE OF PRINT IN INK) President

### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-397, the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

Haven Black  
Signature of Authorized Offeror

3-30-09  
Date

## Proposal Questionnaire

Please respond to the questions listed below in an orderly fashion and include separate pages if necessary. The answers to the questions will be used during the evaluation process.

1. List the local business location of your firm.

29008 N 69th Ave  
Peoria Az 85383

2. List the address from which trade workers are sent to conduct work under this contract.

3. List your 24 hour contact information

(623) 581-8552  
calm landscaping @cox.net  
(602) 628-1920 Robert cell

4. List current, valid, State of Arizona Contractors licenses applicable to each Group proposed.  
A copy of each license must be included with your proposal.

Roc 133756 A-21 All groups except  
Roc 193790 C-21 group 3  
Copies attached

5. Describe your firm's experience for each category you are submitting a proposal.

All groups except group 3! Over 25 years of experience in all aspects of landscape maintenance & installation. We are dolly licensed and fully insured and a member of good standing with the B.B.B. We proudly include the City of Scottsdale & The Central Arizona Project on our lists of references.

6. Please list three references (government or large corporation preferred) for each group you are submitting a bid. Attach additional pages as needed.

Company	Contact Person	Phone
See attached		

7. Do you agree to all the Terms and Conditions of this RFP?

Yes  No

8. Does your firm provide any warranty for the services and supplies being provided as part of this contract?

Yes  No

Please explain below:

Plant Life: Three months (provided irrigation system is in place), except for vandalism and weather

Irrigation: One year, except vandalism

Concrete: 24 months

9. Will you utilize sub-contractors?

Yes  No  See below

If Yes, list firm name, address, name of principal, phone number and service they will perform.

Only for tree trimming or removal of trees exceeding 8' in height.

Urban Forest Tree Care

James Griffin, President

PO Box 15131

Phoenix AZ 85060

(602) 808-7781

License # WE-5769 (Alfred Burt)

WE-6874A (Kelly O'Tool)

## Pricing Section

Group 1 – Installation of Plant Materials					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 am	5 pm	\$17 <sup>00</sup>	\$21 <sup>00</sup>	\$25 <sup>00</sup>
Weekdays – Overtime	6 pm	6 am	\$18 <sup>00</sup>	\$23 <sup>00</sup>	\$27 <sup>00</sup>
Weekends – Straight time	6 am	5 pm	\$18 <sup>00</sup>	\$23 <sup>00</sup>	\$27 <sup>00</sup>
Weekends – Overtime	6 pm	6 am	\$20 <sup>00</sup>	\$25 <sup>00</sup>	\$29 <sup>00</sup>
Holidays – Straight time	6 am	5 pm	\$20 <sup>00</sup>	\$25 <sup>00</sup>	\$29 <sup>00</sup>
Holidays – Overtime	6 pm	6 am	\$22 <sup>00</sup>	\$24 <sup>00</sup>	\$26 <sup>00</sup>
Markup on direct cost of parts and materials			18 %		

Group 2 – Installation of Underground Irrigation Systems and Controllers					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Irrigation Technician	Supervisor
Weekdays – Straight time	6 am	5 pm	17 <sup>00</sup>	21 <sup>00</sup>	25 <sup>00</sup>
Weekdays – Overtime	6 pm	6 am	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Straight time	6 am	5 pm	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Overtime	6 pm	6 am	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Straight time	6 am	5 pm	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Overtime	6 pm	6 am	22 <sup>00</sup>	24 <sup>00</sup>	26 <sup>00</sup>
Markup on direct cost of parts and materials			18 %		

Group 3 – Installation of Fertigation Components					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Technician	Supervisor
Weekdays – Straight time					
Weekdays – Overtime					
Weekends – Straight time					
Weekends – Overtime					
Holidays – Straight time					
Holidays – Overtime					
Markup on direct cost of parts and materials			_____ %		

## Pricing Section

<b>Group 4 – Installation of Decomposed Granite and Other Landscape Rock Materials</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 am	5 pm	17 <sup>00</sup>	21 <sup>00</sup>	25 <sup>00</sup>
Weekdays – Overtime	6 pm	6 am	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Straight time	6 am	5 pm	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Overtime	6 pm	6 am	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Straight time	6 am	5 pm	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Overtime	6 pm	6 am	22 <sup>00</sup>	24 <sup>00</sup>	26 <sup>00</sup>
Markup on direct cost of parts and materials			18 %		
<b>Group 5 – Grading and Leveling</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 am	5 pm	17 <sup>00</sup>	21 <sup>00</sup>	25 <sup>00</sup>
Weekdays – Overtime	6 pm	6 am	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Straight time	6 am	5 pm	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Overtime	6 pm	6 am	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Straight time	6 am	5 pm	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Overtime	6 pm	6 am	22 <sup>00</sup>	24 <sup>00</sup>	26 <sup>00</sup>
Markup on direct cost of parts and materials			_____ %		
<b>Group 6 – Concrete Work</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 am	5 pm	17 <sup>00</sup>	21 <sup>00</sup>	25 <sup>00</sup>
Weekdays – Overtime	6 pm	6 am	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Straight time	6 am	5 pm	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Overtime	6 pm	6 am	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Straight time	6 am	5 pm	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Overtime	6 pm	6 am	22 <sup>00</sup>	24 <sup>00</sup>	26 <sup>00</sup>
Markup on direct cost of parts and materials			18 %		

## Pricing Section

<b>Group 7 – Tree and Shrub Removal</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 am	5 pm	17 <sup>00</sup>	21 <sup>00</sup>	25 <sup>00</sup>
Weekdays – Overtime	6 pm	6 am	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Straight time	6 am	5 pm	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Overtime	6 pm	6 am	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Straight time	6 am	5 pm	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Overtime	6 pm	6 am	22 <sup>00</sup>	24 <sup>00</sup>	26 <sup>00</sup>
Markup on direct cost of parts and materials			18 %		
<b>Group 8 – Tree and Shrub Trimming</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Irrigation Technician	Supervisor
Weekdays – Straight time	6 am	5 pm	17 <sup>00</sup>	21 <sup>00</sup>	25 <sup>00</sup>
Weekdays – Overtime	6 pm	6 am	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Straight time	6 am	5 pm	18 <sup>00</sup>	23 <sup>00</sup>	27 <sup>00</sup>
Weekends – Overtime	6 pm	6 am	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Straight time	6 am	5 pm	20 <sup>00</sup>	25 <sup>00</sup>	29 <sup>00</sup>
Holidays – Overtime	6 pm	6 am	22 <sup>00</sup>	24 <sup>00</sup>	26 <sup>00</sup>
Markup on direct cost of parts and materials			18 %		

\* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of 2%/15 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

# CENTRAL ARIZONA LANDSCAPE MANAGEMENT

City of Tempe  
RFP 09-084

## LINE ITEM 6: REFERENCES

### GROUP 1, 2, 4, 5, 7, and 8

#### RUMMEL CONSTRUCTION

Attn.: Robert Layne  
7520 E. Adobe Drive  
Scottsdale, AZ 85255  
(480) 222-9922  
Various- landscape installations

#### CENTRAL ARIZONA PROJECT

Attn.: Russ Howard  
23636 N. 7<sup>th</sup> Street  
Phoenix, AZ 85024  
(623) 203-7339  
Property Size: 45 Acres- all desert landscape; provide landscape maintenance  
Contract is ongoing since 1/05

#### CITY OF SCOTTSDALE FIRE DEPARTMENTS

Attn.: Sandy Hlebaen  
9191 E San Salvador Dr  
Scottsdale, AZ 85258  
(480) 312- 0158  
Property size: Varies- provide landscape maintenance for Administration Building, both  
turf and granite, provide herbicide and arborists services for all C.O.S. fire stations  
Contract is ongoing since 10/05

#### CITY OF SCOTTSDALE

Attn.: Bill Sturgill  
3839 N. Drinkwater #110  
Scottsdale, AZ  
(480) 312-4410

OR

Attn.: Jody Pierce  
(480) 312-5648  
Property Size: Varies- provide maintenance labor, herbicide and arborists services,  
maintenance and granite installations for city medians  
Contract is ongoing since 9/04

**GROUP 6**

**RUMMEL CONSTRUCTION**

Attn.: Robert Layne  
7520 E. Adobe Drive  
Scottsdale, AZ 85255  
(480) 222-9922  
Various- landscape installations

**CASA DEL REY**

Attn: Marty Akin  
1410 E. Beverly Lane  
Phoenix, AZ 85022  
(602) 430-8551  
Custom Home sites: All aspects of landscape construction/installation

**DAVID REINSCH, DDS**

15640 N. 7<sup>th</sup> St. Ste. A-4  
Phoenix, AZ 85022  
(602) 843-6000  
Commercial Office and Residence: All aspects of landscape construction/installation

**GROUP 3**

No Bid entered

STATE OF ARIZONA

Office of the

License No. 133756

Registrar of Contractors

This is to Certify That

CENTRAL ARIZONA LANDSCAPE MANA DBA  
C A L M (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,

is by order of the Registrar of Contractors on the 21ST day of APRIL in the year One Thousand

Nine Hundred and 98, duly licensed and admitted to engage in and pursue the business of

A-21  
LANDSCAPING AND IRRIGATION SYSTEMS

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 21ST day of APRIL, 19 98.



*Michael Calhoun*  
DIRECTOR

STATE OF ARIZONA

Office of the

Registrar of Contractors

License No. ROC193790

CENTRAL ARIZONA LANDSCAPE MANAGEMENT INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

C-21  
LANDSCAPING AND IRRIGATION SYSTEMS

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 5TH day of MARCH, 2004.



*[Signature]*  
DIRECTOR

IMPORTANT NOTICE  
YOU MUST:

REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]  
REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]  
REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)  
REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

CENTRAL ARIZONA LANDSCAPE MANAGEMENT  
INC  
29008 N 69TH AVE  
PEORIA AZ 85383

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY

CORP



LICENSE EFFECTIVE THROUGH: MAR 2010  
STATE OF ARIZONA



Registrar of Contractors CERTIFIES THAT

CENTRAL ARIZONA LANDSCAPE MANAGEMENT INC

CONTRACTORS LICENSE NO. ROC193790 CLASS C-21  
LANDSCAPING AND IRRIGATION SYSTEMS  
RESIDENTIAL ONLY

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*Fidelis V. Garcia*  
DIRECTOR

IMPORTANT NOTICE  
YOU MUST:

REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]  
REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]  
REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)  
REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

CENTRAL ARIZONA LANDSCAPE MANAGEMENT  
INC  
29008 N 69TH AVE  
PEORIA AZ 85383

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY

CORP



LICENSE EFFECTIVE THROUGH: APR 2010  
STATE OF ARIZONA



Registrar of Contractors CERTIFIES THAT  
CENTRAL ARIZONA LANDSCAPE MANAGEMENT INC

CONTRACTORS LICENSE NO. ROC133756 CLASS A-21  
LANDSCAPING AND IRRIGATION SYSTEMS  
COMMERCIAL ONLY

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*Fidelis V. Garcia*  
DIRECTOR

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Central Arizona Landscape Management</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>29008 N. 69th Ave.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Peoria, AZ 85383</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
<b>86      0902779</b>

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kenneth Black</i>	Date ▶ <b>3-30-09</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

original

# REQUEST FOR PROPOSAL

# CITY OF TEMPE

REQUEST FOR PROPOSAL : 09-084

RFP ISSUE DATE: 03/02/2009

Commodity Code(s): 988-36

PROCUREMENT DESCRIPTION: Miscellaneous Landscape Services

PROPOSAL DUE DATE/TIME: Monday, March 30, 2009, 3:00 P.M. MST  
Late proposals will not be considered

**PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE**

Mailing Address: P.O. Box 5002, Tempe, AZ 85280  
Street Address: 20 E. Sixth Street (2<sup>nd</sup> Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE: None  
DEADLINE FOR INQUIRIES: Friday, March 20, 2009, 5:00 P.M., MST

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Lisa Goodman , CPPB E-mail: Lisa\_goodman@tempe.gov Phone No: (480) 350-8533

**Procurement Officer**

Award recommendations are publicly posted to the City Procurement Office web page [www.tempe.gov/purchasing](http://www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, three (3) additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

MG

Michael Greene, C.P.M.  
Central Services Administrator

## Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: <u>Desert Glen Commercial Landscape Group, INC.</u>	
Company Mailing Address: <u>11695 W. Sahara Dr.</u>	
City: <u>Tucson</u>	State: <u>AZ</u> Zip: <u>85745</u>
Contact Person: <u>M. ARUANITA</u>	Title: <u>President</u>
Phone No.: <u>520-882-6322</u>	FAX: <u>520-882-6324</u> E-mail: <u>margarita@desertglen.com</u>
<u>Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No.: <u>10-170763C</u>	or
Arizona Use Tax No.:	
Federal I.D. No.: <u>86-082-8904</u>	
City & State Where Sales Tax is Paid: <u>Tucson AZ</u>	
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	

### THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Margarita Aruanita  
Title of Authorized Individual (TYPE OF PRINT IN INK) President

### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-397, the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

[Signature]  
Signature of Authorized Offeror

3/26/09  
Date

Form 201-B (RFP)  
(H/RFP 3-2008)

## INSTRUCTIONS TO OFFERORS

Failure to follow these instructions shall result in rejection of a proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Proposal Offer, form no. 201-B(RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such proposal constitutes an irrevocable offer to sell the good and/or service specified in herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall specify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. However, Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal opening. Those received within ten (10) days of proposal opening shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in determining proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addendum(s):** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the proposal or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
8. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will remit every effort to make payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at [www.tempe.gov/salestax](http://www.tempe.gov/salestax).
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page ([www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page ([www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Request for Proposal and is to be completed by proposal Offeror and submitted with the proposal response.
17. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with proposal and approved by the City Procurement Office.
18. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
  - A. "City" means the municipal corporation of the City of Tempe, Arizona.
  - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
  - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
  - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
  - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
  - F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.
  - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

- H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
- I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

19. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal. It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

20. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers given to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required in order to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

21. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposals shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

22. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

23. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.

24. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Clarifications do not suggest a determination of susceptibility. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
  - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
  - D. Agree 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.
25. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
26. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

## STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of Contractor and/or City. City shall not be penalized or adversely affected for exercise of its termination rights. Further, City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the Offeror certifies:
  - A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
  - B. City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror covenants and agrees that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
  - C. Offeror 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, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

- D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.
- F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the proposal submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor.
10. **Contracts Administration:** Contractor must notify the City Procurement Office, designated Procurement Officer, for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, Proposals may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
  - A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
    - i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
    - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;
    - iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
- B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
- i) Terminate the Contract;
  - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
  - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
- C. The exercise of any one of City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
- D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
- E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
17. **Termination for Convenience:** The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.
18. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

CITY PROCUREMENT OFFICE  
 CITY OF TEMPE  
 20 E. 6<sup>th</sup> Street (Second Floor)  
 PO Box 5002  
 Tempe, Arizona 85280

[Contractor's Name]  
 [Attn of Offeror Named in Contract]  
 [Address]

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
  - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
  - C. Is engaged in activities prohibited in the Order; or,
  - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
  - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
  - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

## Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in Offeror's Proposal being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years(s) thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year(s) each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Pricing:**
  - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
  - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
  - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
7. **Price Adjustment:**
  - A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

- B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
- C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
8. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
9. **Warranty Statement:** Each offer must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
10. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this Request for Proposal. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
11. **Product Discontinuance:** The City may award Contracts for particular materials and/or models of equipment as a result of this Request for Proposal. In the event that a product or model is discontinued by the manufacturer, the City in its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission of the City Procurement Office to substitute a new product or model and provide the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued;
  - B. Documentation from the manufacturer that names the replacement product or model;
  - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the Request for Proposal;
  - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and,
  - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
12. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligations hereunder.

13. Insurance:

- A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Bidders with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-. Use of alternative insurers requires prior approval from the City.

- i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.
- G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

14. **Payments - After Acceptance of Delivery:** The City shall make payment in full to the Contractor within thirty (30) days after receipt and acceptance of delivery, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
15. **Job Site Requirements and Clean-Up:** Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:
- A. Continually keep the job site free from debris, waste and accumulation of materials;
  - B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;
  - C. Keep machinery clean and free of weeds and debris;
  - D. Remove all construction stains, smears and debris from finished surfaces;
  - E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,
    - a. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.
16. **Conduct and Dress Code:** The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.
- Employees will be neatly dressed with badges or uniforms that identify them as employees of the contractor.
17. **Safety, Health and Sanitation:** The contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.
- The contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this contract. The contractor(s) shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The contractor(s) shall also take any necessary actions as directed by the City of Tempe Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.
- Precaution shall be exercised by the contractor(s) at all times for the protection of persons (including employees) and property. The contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated thereunder.
18. **Protection and Restoration of Property and Landscape:** The contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The contractor(s) responsibility will not be released until the project has been completed and accepted.

If damage is caused by the contractor, the contractor shall restore at no cost to the City of Tempe, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City of Tempe has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

19. **Responsibility for Work:** The contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.
20. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.
21. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safer work performance will be performed by City staff.
22. **Use of Safety Vests and Orange Colored Shirts:** The Contractor will follow the City code on the use of high visibility vests and clothing as specified below: The Tempe City Code addresses this matter in Section 29-4. Working within right-of-way

- (a) For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:

Motor vehicle means any vehicle required to be licensed or registered under the laws of the state.

Protective devices include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the city.

Right-of-way means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the city by grant, gift, easement, deed, dedication or operation of law for street purposes.

Worker means any person whose duties cause his presence in the right-of-way.

- (b) No person shall perform any work within the right-of-way until he is properly equipped with protective devices.
- (c) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in subsection 1-7 of this code.

(d) Following are a list of circumstances relative to the use of orange vests and/or orange shirts:

- 1) According to the City Code, orange shirts are acceptable for daytime use providing the color is still bright and crisp. It is up to each supervisor to determine whether the color is still appropriate or not.
- 2) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.
- 3) Reflectorized vests, that meet ANSI standards, are to be worn when performing any work related activity within the public right-of-way during the hours from dusk to dawn (sunset to sunrise). The current city approved vests meet the current ANSI standards.

(e) These requirements apply to all persons; city personnel (including the police and fire department), contractors, utility companies and any subcontractor or employee hired to perform work within public right-of-way. Keep in mind that public right-of-way includes, not only the roadway itself, but also the sidewalk and usually 3 feet to 8 feet or more of landscape area behind the sidewalk.

(f) Just a note for supervisors or foremen who may be visiting a job site for just a few minutes or more, to talk with fellow coworkers: An orange shirt or vest is required when one exits their vehicle, depending on the time of day.

23. **Manual Traffic Directors:** If your department is in need of manual traffic directors, it is imperative that such training be made available. Otherwise, the only other approved means for directing traffic is by using a uniformed police officer, preferably one who is off-duty and has been scheduled to accompany your work. Some examples where manual traffic directors will be required are as follows:

To assist in getting construction equipment in and out of a job site adjacent to the traveled portion of the roadway.

To direct traffic during a water main break, a hazardous waste spill, or any other emergency.

May be used in place of police officers that are mandatory whenever manual control of traffic is necessary and such control cannot be done by flaggers from the edge of the roadway.

24. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City of Tempe will be delivered or made available to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

25. **Traffic Operations on Roadways/Thoroughfares:** Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all pruning operations must comply with the safety standards set forth in ANSI 133. 1. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division.

Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

Non-compliance of any safety or related items within this contract will result in a deficiency of performance deduction of a minimum of \$100 from the City payment made to the Contractor.

## **Scope of Work**

The City of Tempe ("City") is soliciting proposals for miscellaneous landscaping services on an as-needed basis to supplement the City's work force. The City will establish a qualified list of contractors to provide quotes for required landscaping and irrigation services. Resulting contracts will be for a period of two (2) years. Contracts are subject to renewal for subsequent periods as provided for within the Special Terms and Conditions of this RFP.

The City will require a detailed quote from qualified contractors when a job is requested. This quote shall include an estimate for labor hours, cost of materials to be used (including any mark-ups) and estimated time for completion of work. The cost for labor and mark-up for materials shall not exceed those quoted in this RFP. Additional charges will only be allowed for authorized scope changes, weather delays, or circumstances that were clearly unpredictable at the time of the quote. All additional charges must be approved in writing by an authorized City representative prior to the work being performed. The City will evaluate the quotes obtained from contractors for specific jobs and award to the firm presenting the lowest cost that is in compliance with job specifications and completion time requests. Evaluation of quotes will include labor and material costs, hours to complete, start time for the project and estimated completion time. Contractor shall begin projects after written authorization by the designated City representative.

### **Billing**

All services shall be billed at the hourly rates included in the proposal, which shall be all inclusive. No additional charges shall be made for overhead, profit, travel, or incidental expenses.

Expenses for any necessary permits and inspections required by the City shall be billed at actual cost.

Any parts and materials shall be billed at Contractor's cost plus the mark-up included in the Contractor's proposal. If the Contractor obtains parts and materials from a source in which the Contractor has a direct or indirect interest, no additional mark-up shall be billed. Contractor billings shall include service personal titles and the hourly rate for such personnel, a brief description of job repairs, copies of vendor invoices for parts and materials; original vendor invoices shall be subject to review by the City during normal hours at the Contractor's premises.

### **Licensing**

All contractors must have the appropriate Arizona Contractor's Licenses for their proposed services. License must be active and current by the due date of this RFP.

A copy of each appropriate license must be submitted with your proposal.

### **Permits**

Contractor is responsible for securing any permits required by the City prior to commencement of work performed and copies of required permits and approvals must be given to the designated City representative.

### **Subcontractors**

If a contractor intends to subcontract any portion of this contract, the contractor must identify the subcontractor by contract name, address, contact person, telephone number and project function.

The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as proposed in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoice directly to the prime contractor, who in turn shall pass through the costs to the City, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

## Specifications

The following specifications are illustrative of the services to be required and are not meant to be all inclusive of every service.

### Group 1 – Installation of plant materials

Installation of plants, flowers, ground cover, shrubs, trees, etc. All landscaping shall be installed in accordance with planting procedures established by the American Nursery and Landscape Association.

### Group 2 – Installation of underground irrigation systems and controllers

Installation of piping, sprinkler heads, controllers, connections, etc.

### Group 3 – Installation of fertigation components

Installation of injection systems and all related components.

### Group 4 – Installation of decomposed granite and other landscape rock materials

Install, level and backfill decomposed granite and other landscape rock materials.

### Group 5 – Grading and leveling

Grading, leveling and backfilling

### Group 6 – Concrete work

Minor concrete work including back-flow preventers

### Group 7 – Tree and shrub removal

Removal of various size trees and shrubs

### Group 8 – Tree and shrub trimming

As-needed trimming of various tree and shrubs

## Proposal Questionnaire

Please respond to the questions listed below in an orderly fashion and include separate pages if necessary. The answers to the questions will be used during the evaluation process.

1. List the local business location of your firm.

Gilbert AZ

2. List the address from which trade workers are sent to conduct work under this contract.

Gilbert AZ

3. List your 24 hour contact information

Michael Lynch 520-940-3070

M. ARVANITIS 602-821-1155

4. List current, valid, State of Arizona Contractors licenses applicable to each Group proposed.  
A copy of each license must be included with your proposal.

ROC A 131797

5. Describe your firm's experience for each category you are submitting a proposal.

Desert Chen has over 14 years of commercial landscape and irrigation construction and maintenance experience. Avg years of experience for our employees is 10 years. We have performed Highway, large Commercial malls, golf course transit facilities work. We were subcontractor for year in 2006.

6. Please list three references (government or large corporation preferred) for each group you are submitting a bid. Attach additional pages as needed.

Company	Contact Person	Phone
Granik Construction	J. Halverson	520-748-1862
Lloyd Construction	W. Lloyd	520-884-9821
Heater Construction	J. Walker	520-794-0847

7. Do you agree to all the Terms and Conditions of this RFP?

Yes  No

8. Does your firm provide any warranty for the services and supplies being provided as part of this contract?

Yes  No

Please explain below:

Workmanship for 1 year.

9. Will you utilize sub-contractors?

Yes  No

If Yes, list firm name, address, name of principal, phone number and service they will perform.

R.P. Streiff Exteriors - R.P. Streiff - Weed Control  
 2292 W. Magee Rd Suite 200 85742  
 520 575-8668. MR Streiff has over 15 years experience.

## Proposal Checklist for Submittals

- One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- Four (4) additional copies of bid.
- Proposal Questionnaire has been completed and included.
- Price Information completed and included.
- Current, valid State of Arizona Contractors license applicable to each Group offered.
- Any addenda have been included.

## Evaluation Criteria

Award Criteria	Weight	X	Rating	=	Points
1. Experience of personnel performing work under this contract and subcontractors	5	X	_____	=	_____
2. Pricing	4	X	_____	=	_____
3. References	2	X	_____	=	_____
4. Warranty	2	X	_____	=	_____
5. Acceptance of Terms and Conditions and completeness of proposal	1	X	_____	=	_____
			<b>Total</b>	=	_____

This proposal will be evaluated on a cumulative point system.

### Scoring

Outstanding . . . . .	7
	6
Good . . . . .	5
	4
Average . . . . .	3
	2
Poor . . . . .	1
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

## Pricing Section

<b>Group 1 – Installation of Plant Materials</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 AM	3:30 PM	11.76	13.00	18.00
Weekdays – Overtime	3:30 PM	6 AM	17.64	19.50	27.00
Weekends – Straight time	6 AM	3:30 PM	11.76	13.00	18.00
Weekends – Overtime	3:30 PM	6 AM	17.64	19.50	27.00
Holidays – Straight time	6 AM	3:30 PM	17.64	19.50	27.00
Holidays – Overtime	3:30 PM	6 AM	23.52	26.00	36.00
Markup on direct cost of parts and materials			5 %		
<b>Group 2 – Installation of Underground Irrigation Systems and Controllers</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Irrigation Technician	Supervisor
Weekdays – Straight time	6 AM	3:30 PM	11.76	17.00	19.00
Weekdays – Overtime	3:30 PM	6 AM	17.64	25.50	28.50
Weekends – Straight time	6 AM	3:30 PM	11.76	17.00	19.00
Weekends – Overtime	3:30 PM	6 AM	17.64	25.50	28.50
Holidays – Straight time	6 AM	3:30 PM	17.64	25.50	28.50
Holidays – Overtime	3:30 PM	6 AM	23.52	34.00	38.00
Markup on direct cost of parts and materials			5 %		
<b>Group 3 – Installation of Fertigation Components</b> <span style="float: right; font-size: 1.2em;">N/A</span>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Technician	Supervisor
Weekdays – Straight time					
Weekdays – Overtime					
Weekends – Straight time					
Weekends – Overtime					
Holidays – Straight time					
Holidays – Overtime					
Markup on direct cost of parts and materials			_____ %		

## Pricing Section

<b>Group 4 – Installation of Decomposed Granite and Other Landscape Rock Materials</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 AM	3:30 pm	11.76	13.50	16.00
Weekdays – Overtime	3:30 pm	6:00 AM	17.64	20.25	24.00
Weekends – Straight time	6 AM	3:30 pm	11.76	13.50	16.00
Weekends – Overtime	3:30 pm	6:00 AM	17.64	20.25	24.00
Holidays – Straight time	6 AM	3:30 pm	17.64	20.25	24.00
Holidays – Overtime	3:30 pm	6 AM	23.52	27.00	32.00
Markup on direct cost of parts and materials			5	%	
<b>Group 5 – Grading and Leveling</b> <span style="float: right; margin-right: 50px;"><i>n/a</i></span>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time					
Weekdays – Overtime					
Weekends – Straight time					
Weekends – Overtime					
Holidays – Straight time					
Holidays – Overtime					
Markup on direct cost of parts and materials			_____	%	
<b>Group 6 – Concrete Work</b> <span style="float: right; margin-right: 50px;"><i>n/a</i></span>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time					
Weekdays – Overtime					
Weekends – Straight time					
Weekends – Overtime					
Holidays – Straight time					
Holidays – Overtime					
Markup on direct cost of parts and materials			_____	%	

## Pricing Section

<b>Group 7 – Tree and Shrub Removal</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 AM	3:30 pm	11.76	13.50	16.00
Weekdays – Overtime	3:30 pm	6 AM	17.64	20.25	24.00
Weekends – Straight time	6 AM	3:30 pm	11.76	13.50	16.00
Weekends – Overtime	3:30 pm	6 AM	17.64	20.25	24.00
Holidays – Straight time	6 AM	3:30 pm	17.64	20.25	24.00
Holidays – Overtime	3:30 pm	6 AM	23.52	27.00	32.00
Markup on direct cost of parts and materials			5 %		
<b>Group 8 – Tree and Shrub Trimming</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Irrigation Technician	Supervisor
Weekdays – Straight time	6:00 AM	3:30 pm	11.76	17.00	19.00
Weekdays – Overtime	3:30 pm	6 AM	17.64	25.50	28.50
Weekends – Straight time	6 AM	3:30 pm	11.76	17.00	19.00
Weekends – Overtime	3:30 pm	6 AM	17.64	25.50	28.50
Holidays – Straight time	6 AM	3:30 pm	17.64	25.50	28.50
Holidays – Overtime	3:30 pm	6 AM	23.52	34.00	38.00
Markup on direct cost of parts and materials			5 %		

\* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of 0 % 0 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

## Pricing Section

### Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe  
Accounting (see below for your contact)  
P.O. Box 5002  
Tempe, Arizona 85280  
Phone: 480-350-8355

Accounting Contacts:

Cecilia Miller	Letters A-E
Ramona Zapien	Letters F-O
Penny Brophy	Letters P-Z



CITY OF  
TUCSON

OFFICE OF EQUAL OPPORTUNITY PROGRAMS  
AND INDEPENDENT POLICE REVIEW

March 18, 2009

Ms. Margherita Arvanites  
Desert Glen Commercial  
Landscape Group, Inc.  
1695 West Sahuaro Drive  
Tucson, Arizona 85745

RE: SBE Certification: NAICS: 238990 - Landscaping  
WBE/DBE Certification: NAICS: 238990 - Landscaping

Dear Ms. Arvanites:

**CONGRATULATIONS!** The City of Tucson has approved your firm's Small Business Enterprise (SBE) Minority and Women-Owned Business Enterprise (M/WBE) and Disadvantaged Business Enterprise (DBE) Program application. Your firm's initial period of certification as an SBE, M/WBE-DBE will be for three years effective March 17, 2009, expiring March 31, 2012. March 31<sup>st</sup> of each succeeding year will serve as your firm's annual review date.

Effective November 1, 2004, the City of Tucson merged forces with the Arizona Department of Transportation (ADOT) and the City of Phoenix (COP) under the Arizona Unified Certification Program (AZUCP). A DBE certification with any of these agencies now automatically certifies your firm to participate in the DBE Program with all three (3) agencies. Effective with the enclosed certificates, all certificates will be issued for the appropriate three-year certification or re-certification period.

To maintain your certified status during this three-year period, you will be required to submit program update documents on an annual basis, coinciding with your annual review date. You will receive a reminder letter each year from this office approximately sixty (60) days prior to your annual review date. Enclosed with the reminder letter will be copies of the update documents you will be required to complete and submit, with additional instructions relating to continued certification.

It is critical that you immediately notify this office, in writing, of any changes relating to ownership, management or control of your firm, address, telephone or fax number, name change or work capabilities of your firm. This will support the efforts of this office to provide your firm with information regarding city or federally funded contract opportunities.

Thank you for your interest in the City's SBE, M/WBE-DBE Programs. If you have any questions, please call (520) 791-4593.

Sincerely,

  
ROBERT BARTON, Project Manager  
Office of Equal Opportunity Programs

Enclosures: SBE, WBE and AZUCP Certificates

100 N. STONE AVE., SUITE 610 • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4593 • FAX (520) 791-5140 • TTY (520) 791-2639  
[www.cityoftucson.org](http://www.cityoftucson.org)





City of Tucson  
Office of Equal Opportunity Programs

**Small  
Business Enterprise  
Certificate**

This is to certify that

**DESERT GLEN COMMERCIAL LANDSCAPE GROUP, INC.**

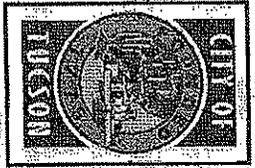
Is a certified **SBE** under the City of Tucson SBE Program and has met the certification criteria established by Article XIII, Chapter 28 of the Tucson Code, in the following specialty/specialties:

**NAICS: 238990 – Landscaping**

Certification Eligibility: March 17, 2009 to March 31, 2012

ROBERT BARTON, Project Manager  
Office of Equal Opportunity Programs

Date: Mar 18, 2009



City of Tucson  
Office of Equal Opportunity Programs

# Minority & Woman-Owned Business Enterprise Certificate

This is to certify that

## DESERT GLEN COMMERCIAL LANDSCAPE GROUP, INC.

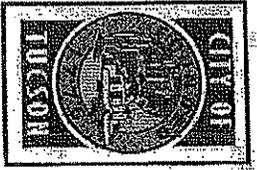
Is a certified WBE under the City of Tucson MWBE Program and has met the certification criteria established by Chapter 28, Article IVX of the City of Tucson's Procurement Code, in the following specialty/specialties:

NAICS: 238990 - Landscaping

Certification Eligibility: March 17, 2009 to March 31, 2012

  
ROBERT SARTONI, Project Manager  
Office of Equal Opportunity Programs

Date: Mar 18, 2009



City of Phoenix



# Arizona Unified Certification Program

This is to certify that  
under Title 49, Part 26 of the Code of Federal Regulations, and  
under the State of Arizona Unified Certification Program (AZUCP)

## DESERT GLEN COMMERCIAL LANDSCAPE GROUP, INC.

is a certified Disadvantaged Business Enterprise (DBE)  
in the following specialty/specialties:

LANDSCAPING

Certification Eligibility: March 17, 2009 to March 31, 2012

This certification is valid through the above date provided this firm meets the  
ongoing programmatic standards and fulfills the annual update requirement  
as a DBE.

ROBERT BARTON, Project Manager  
City of Tucson Office of Equal Opportunity Programs

Date: MAR 18, 2009

## Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name:	<u>ISS Grounds Control, Inc.</u>				
Company Mailing Address:	<u>2960 E ELWOOD</u>				
City:	<u>PHOENIX</u>	State:	<u>AZ</u>	Zip:	<u>85040</u>
Contact Person:	<u>DREW COTTRELL</u>		Title:	<u>BUSINESS DEVELOPMENT</u>	
Phone No.:	<u>(602) 304-0304</u>	FAX:	<u>(602) 304-0321</u>	E-mail:	<u>dcottrell@issgroundscontrol.com</u>
<u>Company Tax Information:</u>					
Arizona Transaction Privilege (Sales) Tax No.:	<u>07-656019-K</u>		or		
Arizona Use Tax No.:	<u>ABOVE</u>				
Federal I.D. No.:	<u>06-1534279</u>				
City & State Where Sales Tax is Paid:	<u>PHOENIX</u>		<u>ARIZONA</u>		
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	<u>06-9081 (NOT TEMPE BASED)</u>				

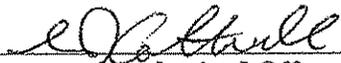
### THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) DREW COTTRELL

Title of Authorized Individual (TYPE OF PRINT IN INK) BUSINESS DEVELOPMENT

### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-397, the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

  
Signature of Authorized Offeror

3/27/09  
Date

Form 201-B (RFP)  
(H:/RFP 3-2008)

## Proposal Questionnaire

Please respond to the questions listed below in an orderly fashion and include separate pages if necessary. The answers to the questions will be used during the evaluation process.

1. List the local business location of your firm.

2960 E. ELWOOD  
PHOENIX, AZ 85040

2. List the address from which trade workers are sent to conduct work under this contract.

28 W. ELWOOD STREET  
PHOENIX, AZ 85041

3. List your 24 hour contact information

EMERGENCY LINE (602) 304-0304

4. List current, valid, State of Arizona Contractors licenses applicable to each Group proposed.  
A copy of each license must be included with your proposal.

A-21 COMMERCIAL LANDSCAPE ROC 176160  
C-21 RESIDENTIAL LANDSCAPE AND IRRIGATION SYSTEMS ROC 176161  
A GENERAL ENGINEERING ROC 176162

5. Describe your firm's experience for each category you are submitting a proposal.

SEE ATTACHED "EXPERIENCE" PAGE.

6. Please list three references (government or large corporation preferred) for each group you are submitting a bid. Attach additional pages as needed.

Company	Contact Person	Phone
CITY OF AVONDALE	DAVE RAMUZ	(623) 478-3055
TOWN OF GILBERT	RICK ACUNA	(602) 721-8345
TOWN OF PARADISE VALLEY	JOHN WIPPLE	(480) 348-3542

7. Do you agree to all the Terms and Conditions of this RFP?

Yes  No

8. Does your firm provide any warranty for the services and supplies being provided as part of this contract?

Yes  No

Please explain below:

GROUP 1 - 90 DAYS  
 GROUP 2 & 3 - 1 YEAR

9. Will you utilize sub-contractors?

Yes  No

If Yes, list firm name, address, name of principal, phone number and service they will perform.

FALLING STAR LANDSCAPING - (TREE TRIMMING ABOVE 12 FT)  
 ELESID LOPEZ (602) 430-6782  
 1132 E. FALLING STAR DR., PHOENIX, AZ 85086

## Proposal Checklist for Submittals

- One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- Four (4) additional copies of bid.
- Proposal Questionnaire has been completed and included.
- Price Information completed and included.
- Current, valid State of Arizona Contractors license applicable to each Group offered.
- Any addenda have been included.

## Evaluation Criteria

Award Criteria	Weight	X	Rating	=	Points
1. Experience of personnel performing work under this contract and subcontractors	5	X	_____	=	_____
2. Pricing	4	X	_____	=	_____
3. References	2	X	_____	=	_____
4. Warranty	2	X	_____	=	_____
5. Acceptance of Terms and Conditions and completeness of proposal	1	X	_____	=	_____
			<b>Total</b>	=	_____

This proposal will be evaluated on a cumulative point system.

### Scoring

Outstanding . . . . .	7
	6
Good . . . . .	5
	4
Average . . . . .	3
	2
Poor . . . . .	1
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

## Pricing Section

Group 1 – Installation of Plant Materials					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6 AM	2 PM	19. <sup>00</sup>	21. <sup>00</sup>	25. <sup>00</sup>
Weekdays – Overtime	2:00 PM	8:00 PM	28. <sup>50</sup>	31. <sup>50</sup>	37. <sup>50</sup>
Weekends – Straight time	8:00 AM	5:00 PM	28. <sup>50</sup>	31. <sup>50</sup>	37. <sup>50</sup>
Weekends – Overtime	8:00 AM	5:00 PM	28. <sup>50</sup>	31. <sup>50</sup>	37. <sup>50</sup>
Holidays – Straight time	8:00 AM	5:00 PM	38. <sup>00</sup>	42. <sup>00</sup>	50. <sup>00</sup>
Holidays – Overtime	8:00 PM	5:00 PM	38. <sup>00</sup>	42. <sup>00</sup>	50. <sup>00</sup>
Markup on direct cost of parts and materials			20 %		
Group 2 – Installation of Underground Irrigation Systems and Controllers					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Irrigation Technician	Supervisor
Weekdays – Straight time	6:00 AM	2:00 PM	29. <sup>50</sup>	29. <sup>50</sup>	29. <sup>50</sup>
Weekdays – Overtime	2:00 PM	8:00 PM	44. <sup>25</sup>	44. <sup>25</sup>	44. <sup>25</sup>
Weekends – Straight time	8:00 AM	5:00 PM	44. <sup>25</sup>	44. <sup>25</sup>	44. <sup>25</sup>
Weekends – Overtime	8:00 AM	5:00 PM	44. <sup>25</sup>	44. <sup>25</sup>	44. <sup>25</sup>
Holidays – Straight time	8:00 AM	5:00 PM	59. <sup>00</sup>	59. <sup>00</sup>	59. <sup>00</sup>
Holidays – Overtime	8:00 AM	5:00 PM	59. <sup>00</sup>	59. <sup>00</sup>	59. <sup>00</sup>
Markup on direct cost of parts and materials			20 %		
Group 3 – Installation of Fertigation Components					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Technician	Supervisor
Weekdays – Straight time	6:00 AM	2:00 PM	29. <sup>50</sup>	29. <sup>50</sup>	29. <sup>50</sup>
Weekdays – Overtime	2:00 PM	8:00 PM	44. <sup>25</sup>	44. <sup>25</sup>	44. <sup>25</sup>
Weekends – Straight time	8:00 AM	5:00 PM	44. <sup>25</sup>	44. <sup>25</sup>	44. <sup>25</sup>
Weekends – Overtime	8:00 AM	5:00 PM	44. <sup>25</sup>	44. <sup>25</sup>	44. <sup>25</sup>
Holidays – Straight time	8:00 AM	5:00 PM	59. <sup>00</sup>	59. <sup>00</sup>	59. <sup>00</sup>
Holidays – Overtime	8:00 AM	5:00 PM	59. <sup>00</sup>	59. <sup>00</sup>	59. <sup>00</sup>
Markup on direct cost of parts and materials			20 %		

## Pricing Section

<b>Group 4 – Installation of Decomposed Granite and Other Landscape Rock Materials</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6:00 AM	2:00 PM	19. <sup>00</sup>	21. <sup>00</sup>	25. <sup>00</sup>
Weekdays – Overtime	2:00 PM	8:00 AM	28. <sup>50</sup>	31. <sup>50</sup>	37. <sup>50</sup>
Weekends – Straight time	8:00 AM	5:00 PM	28. <sup>50</sup>	31. <sup>50</sup>	37. <sup>50</sup>
Weekends – Overtime	8:00 AM	5:00 PM	28. <sup>50</sup>	31. <sup>50</sup>	37. <sup>50</sup>
Holidays – Straight time	8:00 AM	5:00 PM	38. <sup>00</sup>	42. <sup>00</sup>	50. <sup>00</sup>
Holidays – Overtime	8:00 AM	5:00 PM	38. <sup>00</sup>	42. <sup>00</sup>	50. <sup>00</sup>
Markup on direct cost of parts and materials			20 %		
<b>Group 5 – Grading and Leveling</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6:00 AM	2:00 PM	19. <sup>00</sup>	23. <sup>00</sup>	32. <sup>00</sup>
Weekdays – Overtime	2:00 PM	8:00 AM	28. <sup>50</sup>	34. <sup>50</sup>	48. <sup>00</sup>
Weekends – Straight time	8:00 AM	5:00 PM	28. <sup>50</sup>	34. <sup>50</sup>	48. <sup>00</sup>
Weekends – Overtime	8:00 AM	5:00 PM	28. <sup>50</sup>	34. <sup>50</sup>	48. <sup>00</sup>
Holidays – Straight time	8:00 AM	5:00 PM	38. <sup>00</sup>	46. <sup>00</sup>	64. <sup>00</sup>
Holidays – Overtime	8:00 AM	5:00 PM	38. <sup>00</sup>	46. <sup>00</sup>	64. <sup>00</sup>
Markup on direct cost of parts and materials			20 %		
<b>Group 6 – Concrete Work</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6:00 AM	2:00 PM	19. <sup>00</sup>	23. <sup>00</sup>	32. <sup>00</sup>
Weekdays – Overtime	2:00 PM	8:00 AM	28. <sup>50</sup>	34. <sup>50</sup>	48. <sup>00</sup>
Weekends – Straight time	8:00 AM	5:00 PM	28. <sup>50</sup>	34. <sup>50</sup>	48. <sup>00</sup>
Weekends – Overtime	8:00 AM	5:00 PM	28. <sup>50</sup>	34. <sup>50</sup>	48. <sup>00</sup>
Holidays – Straight time	8:00 AM	5:00 PM	38. <sup>00</sup>	46. <sup>00</sup>	64. <sup>00</sup>
Holidays – Overtime	8:00 AM	5:00 PM	38. <sup>00</sup>	46. <sup>00</sup>	64. <sup>00</sup>
Markup on direct cost of parts and materials			20 %		

## Pricing Section

<b>Group 7 – Tree and Shrub Removal</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Crew Leader	Supervisor
Weekdays – Straight time	6:00 AM	2:00 PM	19.00	21.00	25.00
Weekdays – Overtime	2:00 PM	8:00 PM	28.50	31.50	37.50
Weekends – Straight time	8:00 AM	5:00 PM	28.50	31.50	37.50
Weekends – Overtime	8:00 AM	5:00 PM	28.50	31.50	37.50
Holidays – Straight time	8:00 AM	5:00 PM	38.00	42.00	50.00
Holidays – Overtime	8:00 AM	5:00 PM	38.00	42.00	50.00
Markup on direct cost of parts and materials			20 %		
<b>Group 8 – Tree and Shrub Trimming – BELOW 12 FT</b>					
	Applicable Hours		Cost per hour		
	From	To	Laborer	Irrigation Technician	Supervisor
Weekdays – Straight time	6:00 AM	2:00 PM	19.00	21.00	25.00
Weekdays – Overtime	2:00 PM	8:00 PM	28.50	31.50	37.50
Weekends – Straight time	8:00 AM	5:00 PM	28.50	31.50	37.50
Weekends – Overtime	8:00 AM	5:00 PM	28.50	31.50	37.50
Holidays – Straight time	8:00 AM	5:00 PM	38.00	42.00	50.00
Holidays – Overtime	8:00 AM	5:00 PM	38.00	42.00	50.00
Markup on direct cost of parts and materials			20 %		

\* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of    %    days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

I S S GROUNDS CONTROL INC  
2960 E ELWOOD STREET  
PHOENIX AZ 85040

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I S S GROUNDS CONTROL INC  
2960 E ELWOOD STREET  
PHOENIX AZ 85040

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH: JUN 2010  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT



I S S GROUNDS CONTROL INC

CONTRACTORS LICENSE NO. ROC176160 CLASS C-21  
LANDSCAPING AND IRRIGATION SYS  
TEMS  
RESIDENTIAL ONLY

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*Fidelis V. Garcia*  
DIRECTOR

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH: JUN 2010  
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I S S GROUNDS CONTROL INC

CONTRACTORS LICENSE NO. ROC176161 CLASS A-21  
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CORP

LICENSE EFFECTIVE THROUGH: JUN 2010  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
I S S GROUNDS CONTROL INC



CONTRACTORS LICENSE NO. ROC176162 CLASS A-  
GENERAL ENGINEERING

COMMERCIAL ONLY

*A. A. D. V. M.*

EXPERIENCE INFORMATION  
CREATED FOR

CITY OF TEMPE

March 27<sup>th</sup>, 2009



GROUND'S CONTROL

## Foreword

**ISS Grounds Control's** trained technicians are committed to providing the highest levels of service and attention to detail each day as we consistently focus on the needs of clients and their properties.

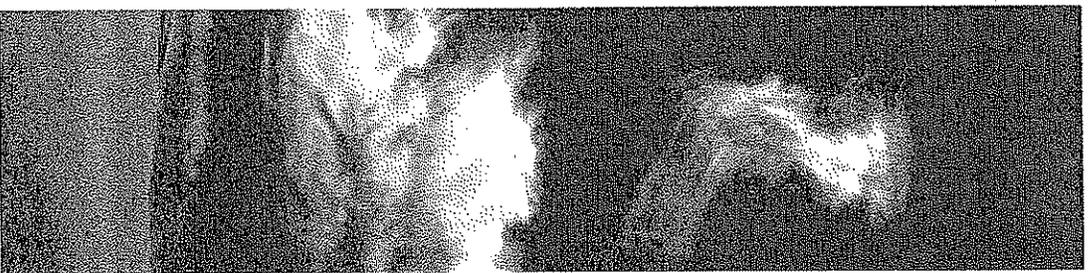
**ISS Grounds Control** has aggressively pursued a course to define and refine each process by which we work with the goal of eliminating wasted time and supplies, thus affording clients superior service at the best possible cost.

**ISS Grounds Control's** depth of experience is enhanced by the ability to incorporate the best operating practices and procedures as we continually seek to improve at every level of the company. **ISS Grounds Control** is a company that we are proud of. We encourage you to experience our maintenance difference. We believe that you too will be proud to have **ISS Grounds Control** become part of your team as we daily *"Maintain your Image"*.

Thank you for allowing **ISS Grounds Control** to provide you with our Landscape Maintenance information. Our mission of **ISS Grounds Control** is to provide high quality and efficient landscape care for our clients. **ISS Grounds Control** is the most progressive provider of landscape services and would welcome becoming partner with your team.

Don Schlander  
Senior Vice President  
**ISS Grounds Control**

*We look forward to serving you!*



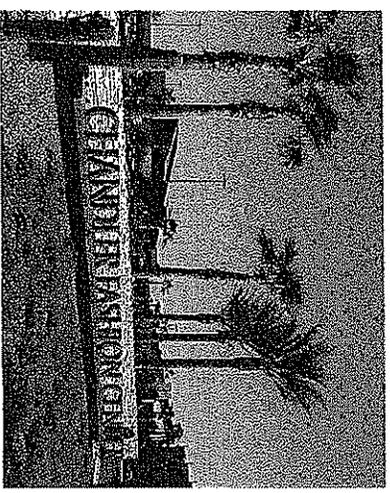
## Experienced Management

ISS Grounds Control maintains a staff of management and field professionals. A friendly voice greets each call to the ISS Grounds Control office. Our trained staff is quick to offer solutions or provide rapid response to your every need.

ISS Grounds Control technicians understand the complex requirements that each landscape demands to keep your investment looking its best. Proper Irrigation scheduling to conserve water, fertilization based upon plant needs, and selective pruning to enhance the visual impact of your site landscape are the focus of the ISS Grounds Control technicians each day. Regular communication between property and facility managers insures that meeting client expectations is the norm, not the exception.

### ISS Grounds Control provides the following services:

- Pre-Construction Evaluations/ Budgeting
- Soil Analysis (N-P-K and trace minerals)
- Turf Management
- Water Management
- Irrigation Scheduling and Management
- Shrub and Tree Care
- Seasonal Color Design/ Installation
- Weed Control
- Renovations and Enhancements



## Experienced History

ISS Grounds Control, Inc is an operating unit of the Sanitors, Inc. family of companies. Sanitors, Inc. acquired ISS Grounds Control in 1988 as a means to improve the ability of our clients to manage their properties efficiently. In 2002, ISS Grounds Control, Phoenix, joined the Sanitors family with operations in Texas, Arizona and Southern California. ISS Grounds Control specializes in servicing a number of industries including multi-family housing, master-planned communities, corporate campuses, resorts, retail developments, churches and educational facilities. ISS Grounds Control enjoys excellent rapport with HOA's in all markets served and prides itself on long-term relationships with homebuilders throughout the Southwest.

ISS Grounds Control was named by ALCA as the "**Contractor of the Year**" and most recently recognized by Arizona Business Magazine as the "**Best of Phoenix**" for the 4th year in a row! With over 50 awards for Landscape Excellence, ISS Grounds Control consistently is recognized as a leader in the landscape industry. ISS Grounds Control is active and participates in industry associations such as BOMA, IFMA, NAIOP, ALCA and recently has taken the opportunity to be a member of AZAHA. ISS Grounds Control are active participants of Urban Land Institute events. ISS Grounds Control is now the official preferred vendor for landscaping for all of Alliance Purchasing Network which includes Covenant Health Network!



## Experienced History cont.

The ISS Grounds Control management staff is comprised of professionals that have completed college degrees in landscape architecture, landscape construction and other related areas of study. ISS Grounds Control management is dedicated to continuous process improvement principles and being hands-on with clients by being available in all areas of the partnership.



# Experienced Installations

## PROJECTS:

### **OPTIMA AT CAMELVIEW**

Luxury Condominiums  
Scottsdale, Arizona  
Contract Amount: \$ 6,650,000.00

### **VARIOUS REGIONAL MALLS**

Chandler Fashion Center  
Metrocenter Mall  
Biltmore Fashion Center  
Desert Sky Mall  
Paradise Valley Mall  
Fiesta Mall  
Arrowhead Mall  
Total Combined Value: \$ 12,100,000.00

### **APOLLO UNIVERSITY (U of Phx.)**

32nd St. & I-10  
Phoenix, AZ  
Contract Amount: \$ 1,209,000.00

### **ASU EAST POLYTECHNIC CAMPUS**

7211 E. Williams Field Rd.  
Mesa, AZ  
Contract Amount: \$ 1,215,000.00

## CLIENT:

### **OPTIMA**

4808 North 24th Street, Suite 100  
Phoenix, Arizona 85016  
Todd Kuhlman/ 480.947.0702

### **Westcor Partners**

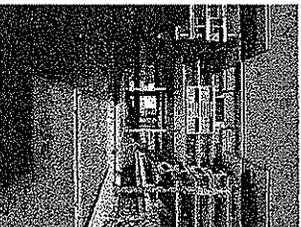
11411 North Tatum Blvd.  
Phoenix, Arizona  
Russ Ewers/ 602.953.6200  
Sean Obrien/ 602-309-1972

### **Sundt Construction, Inc.**

2620 S. 55th Street  
Tempe, Arizona 85282  
Marty Hedlund/ 480.940.4576

### **DPR Construction**

3020 E. Camelback Rd., Suite 100  
Phoenix, Arizona 85016  
Lew Laws/ 602.808.0500



# Experienced Installations Cont.

**PROJECT:**

**PUBLIC SCHOOL PROJECTS (6)**

Multiple Sites  
Phoenix Metropolitan Area  
Contract Amount: \$ 1,500,000.00

**VALLEY METRO LIGHT RAIL**

Line Section V  
Tempe, AZ  
Contract Amount: \$ 1,216,000.00

**SURPRISE SPORTS COMPLEX**

Major League Baseball Facility  
Greenway Road & Bullard  
Contract Amount: \$ 1,800,000.00

**CLIENT:**

**Sundt Construction, Inc.**

2620 S. 55th Street  
Tempe, Arizona 85282  
Marty Hedlund/ 480.940.4576

**Sundt Construction, Inc.**

2620 S. 55th Street  
Tempe, Arizona 85282  
Marty Hedlund/ 480.940.4576

**Core Construction Inc.**

3036 East Greenway Rd.  
Phoenix, Arizona  
Matt Buchannon/ 602.918.0990



## Experienced Employees (specifically chosen for City of Tempe)

- **Ricky Lockhart – Operations Director**

Ricky has overseen all operations of the landscape maintenance division. He has been with ISS Grounds Control, Inc. since 1997 and continues to monitor all activity, purchases, scheduling, and training for Grounds Control, Inc.

Cell phone 602-318-5795      Email [rlockhart@issgroundscontrol.com](mailto:rlockhart@issgroundscontrol.com)

- **Enrique Olea – Tempe Superintendent**

Enrique has been with Grounds Control since 1998. His professional expertise in management, plant care, irrigation repair and time management has proven to be a huge asset for ISS Grounds Control. He has assisted in all operations as and has helped with the back up for Ricky Lockhart Operations Director for the last five (5) years.

Cell phone 602-318-5799

- **Juvenal Salgado – Irrigation Technician**

Juvenal has been an irrigation technician for ten (10) years which six (6) of them have been with ISS Grounds Control, Inc. His expertise in trouble shooting and repairing all types of irrigation systems has earned a permanent position with Grounds Control.

Cell phone 602-318-5174.



**Experienced Employees Cont.** (specifically chosen for City of Tempe)

- **Candace Batarafano – Accounts Receivable**  
Eva has coordinated all the billings and invoicing for all of ISS Grounds Control since 2002. She has worked to streamline billings, verify accurate paperwork, and assist in the smooth processing of all invoicing and payments.  
Office phone 602-304-0304. Email [cbatarafano@issgroundscontrol.com](mailto:cbatarafano@issgroundscontrol.com)
- **Drew Cottrell – Business Development**  
Drew has been with ISS Grounds Control for 2 years monitoring customer service and developing business. The quick responsiveness to any issue has proven to be an asset to ISS Grounds Control and clients.  
Cell phone 602-705-8946 Email [dcottrell@issgroundscontrol.com](mailto:dcottrell@issgroundscontrol.com)
- **After Hours Emergency System 602-304-0304**
- **Back up Staff**  
*Grounds Control has over 300 employees that will be able to replace any of the chosen employees if for any reason someone was not able to perform on any given day.*

