

INVITATION FOR BID



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

TABLE OF CONTENTS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

INSTRUCTIONS TO BIDDERS 1

1. SUBMITTAL RECEIPT AND OPENING 1

2. PRE-BID CONFERENCE 1

3. INFORMATION REQUESTS 1

4. SOLICITATION QUESTIONS 2

5. APPROVED ALTERNATES 2

6. ENVIRONMENTAL PROCUREMENT POLICY 3

7. PURCHASING WEB SITE 4

8. DOWNLOADING SOLICITATIONS 4

9. EMAIL NOTIFICATION 4

10. CITY OF SCOTTSDALE PROCUREMENT CODE 4

11. PROSPECTIVE BIDDER'S CONFERENCE 4

12. BIDDER'S PRESENTATION 5

13. INELIGIBLE BIDDER 5

14. OBLIGATIONS 5

15. NON COLLUSION AFFIDAVIT 5

16. IMMIGRATION LAW COMPLIANCE 5

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS 6

18. TAXES/LICENSES 6

19. CONTRACTOR'S LICENSING REQUIREMENTS 8

20. LITIGATION 9

21. SUBCONTRACTOR'S LIST 9

22. SUBCONTRACTORS 9

23. CONFIDENTIAL INFORMATION 9

24. SMALL BUSINESS 10

25. TITLE VI NOTICE 10

26. INTERPRETATIONS, ADDENDA 10

27. SUBMITTAL PROCEDURE 11

28. AWARD DETERMINATION 12

29. REJECTION OF BIDS 12

30. PROTESTS 12

31. CONTRACT AWARD NOTIFICATION 14

32. AWARD OF CONTRACT 14

33. BID BOND 15

GENERAL TERMS AND CONDITIONS 16

1. ADDITIONAL SERVICE REQUESTED 16

2. ADVERTISING 16

3. ARIZONA LAW 16

4. ASSIGNMENT 16

5. ATTORNEY'S FEES 16

6. AUTHORITY 16

7. CANCELLATION OF CITY CONTRACTS 17

8. CAPTIONS/HEADINGS 17

9. CERTIFICATE OF INSURANCE 17

10. CHANGES IN THE WORK 17

11. CHEMICALS 18

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS 18

13. COMPLIANCE WITH FEDERAL AND STATE LAWS 19

14.	CONFLICT OF INTEREST	19
15.	CONTRACT ADMINISTRATOR DUTIES	19
16.	CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS.....	20
17.	CO-OP USE OF CONTRACT	20
18.	COUNTERPARTS	20
19.	ENDANGERED HARDWOODS	20
20.	ENTIRE AGREEMENT	21
21.	EQUAL EMPLOYMENT OPPORTUNITY.....	21
22.	ESTIMATED QUANTITIES	21
23.	EXECUTION OF CONTRACT	21
24.	FORCE MAJEURE.....	21
25.	FUNDS APPROPRIATION.....	21
26.	INDEMNIFICATION	22
27.	INDEPENDENT CONTRACTOR.....	22
28.	INSURANCE REQUIREMENTS.....	22
	Insurance Representations and Requirements.....	22
	Required Coverage	24
29.	ISRAEL BOYCOTT PROHIBITION	25
30.	LITIGATION	25
31.	LOCAL CONDITIONS, RULES AND REGULATIONS.....	25
32.	MODIFICATIONS.....	26
33.	NO PREFERENTIAL TREATMENT OR DISCRIMINATION.....	26
34.	NO WAIVER	26
35.	ORDER OF PRECEDENCE.....	26
36.	PATENTS	27
37.	PAYMENT TERMS	27
38.	PRICE REDUCTION	27
39.	RECORDS AND AUDIT RIGHTS.....	27
40.	REGISTERED/LICENSES	28
41.	REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM.....	28
42.	RISK OF LOSS	28
43.	SCOTTSDALE CITY SEAL AND CITY SYMBOL	29
44.	SEVERABILITY.....	29
45.	SUCCESSORS AND ASSIGNS.....	29
46.	TERMINATION	29
47.	TESTING OF MATERIALS.....	30
48.	TIME IS OF THE ESSENCE	30
49.	WARRANTY	30
	SPECIAL TERMS AND CONDITIONS.....	32
1.	ACCEPTANCE / AGREEMENT	32
2.	CITY ASSURANCE.....	32
3.	CITY OBSERVED HOLIDAYS	32
4.	CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL.....	33
5.	CONTRACTOR SUPERVISORS AND CREWS.....	34
6.	FUEL SURCHARGES	34
7.	INVOICING	34
8.	KEY PERSONNEL.....	35
9.	MULTIPLE AWARDS	35
10.	PRICE ESCALATION.....	35
11.	PRICING	36
12.	PURCHASING PROCEDURE.....	36
13.	QUANTITY	36
14.	REVIEW OF CONTRACTOR'S WORK.....	36
15.	SUBSTANCE ABUSE SCREENING & BACKGROUND CHECK REQUIREMENTS	37
16.	TERM OF AGREEMENT	37
17.	THIRD PARTY BENEFICIARY.....	38
18.	UNIT PRICING.....	38
19.	VEHICLE REQUIREMENTS AND IDENTIFICATION.....	38
	SPECIFICATIONS.....	39

1.0 INTENT	39
2.0 CONTRACTOR MINIMUM QUALIFICATIONS.....	39
3.0 GENERAL INFORMATON	39
4.0 CONTRACT ADMINISTRATION.....	40
5.0 CONTRACTOR RESPONSIBILITIES	40
6.0 COMMUNICATION	41
7.0 SCOPE OF SERVICES.....	42
8.0 EQUIPMENT.....	44
9.0 VEHICLES, TRAFFIC CONTROL	45
10.0 SPECIAL REQUIREMENTS	45
11.0 FAILURE TO PERFORM	45
12.0 SITE CLEAN UP	46
13.0 PROTECTION OF PROPERTY	46
14.0 DAMAGE TO THE PROPERTY	46
15.0 PROTECTION OF OVERHEAD UTILITIES	46
SUBMITTAL CHECKLIST.....	48
OFFER AND ACCEPTANCE	49
BID FORM.....	50
REFERENCES	51
SUBCONTRACTOR'S LIST.....	52
BIDDER GENERAL DISCLOSURE FORM	53
BIDDER LITIGATION DISCLOSURE FORM	54
BIDDER QUESTIONNAIRE – COMPANY INFORMATION	55
BIDDER QUESTIONNAIRE – EQUIPMENT LIST.....	56

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

The City of Scottsdale invites sealed submittals from qualified companies to provide as needed landscape services. Selected companies will perform small and large landscape or labor projects as needed in city parks, streets, and rights of way. It is the intent of the City of Scottsdale to award multiple contracts.

SOLICITATION CRITICAL DATES

BID/PROPOSAL SUBMITTAL DUE:	<u>2:00 P.M., LOCAL TIME, SEPTEMBER 21, 2016</u>
QUESTIONS DUE:	<u>2:00 P.M., LOCAL TIME, SEPTEMBER 13, 2016</u>
APPROVED ALTERNATE SUBMITTALS DUE:	<u>2:00 P.M., LOCAL TIME, SEPTEMBER 13, 2016</u>

1. SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **2:00 P.M., LOCAL TIME, SEPTEMBER 21, 2016**, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. PRE-BID CONFERENCE

(Not Applicable)

3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

Margie Vasquez
Bid & Contract Specialist
480-312-5715
mvasquez@scottsdaleaz.gov

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this solicitation to Margie Vasquez, no less than eight (8) days prior to the original solicitation opening date. It is preferred that all questions be submitted via email to the appropriate Purchasing Staff, mvasquez@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All solicitation questions **MUST** be received by the Purchasing Division by **SEPTEMBER 13, 2016**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing Staff to determine if a response would be advantageous for the City.

5. APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

5. APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with solicitation number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division by **SEPTEMBER 13, 2016**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.
- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this section.
- d. For purposes of submitting a Request for Approved Alternate, the "Bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of Bidder.

6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

7. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information; including the capability to download solicitations and plan sheets (if applicable), how to introduce your products, a list of the Buyer's commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addenda that are issued.

8. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing Office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the Purchasing web site at <https://eservices.scottsdaleaz.gov/eservices/solicitations/> in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a Bidder list; however, on the Purchasing web site, lower right side, see "Subscribe to Solicitation Opportunities", enter your email address and click subscribe to receive a notification of Solicitation Opportunities twice weekly at <http://www.scottsdaleaz.gov/purchasing>.

10. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office, located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website at <http://www.scottsdaleaz.gov/purchasing>.

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

11. PROSPECTIVE BIDDER'S CONFERENCE

A prospective Bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

12. BIDDER'S PRESENTATION

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. INELIGIBLE BIDDER

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a Bidder or Offeror on the solicitation for which they prepared the specification.

14. OBLIGATIONS

The issuance of this solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their Bid or Proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the Bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the submittal as being non-responsive or the termination of any Contract awarded and the possible forfeiture of any applicable bond.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

16. IMMIGRATION LAW COMPLIANCE – CONT'D

The City will include specific “Compliance with Federal and Arizona State Immigration Laws” language in any Contract or Subcontract it enters into with the successful Bidder. In addition, this language must be included in any Subcontracts that the successful bidder enters into with its Subcontractors.

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a Contract and apply for public benefit, must demonstrate through a signed affidavit and the presentation of a copy of documentation, that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City, you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON, you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. Birth Certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit Form that the City will send to you for your completion prior to issuing any Contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City, that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

18. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the State of Arizona, the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes, the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain business services and activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment, please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on Contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional License. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/taxes>

Bidder is solely responsible for any and all tax obligations which may result out of the Bidder's performance of this Contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the Bidder.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

18. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build Contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Construction bids will be evaluated and recommended for award based on the total bid cost including tax.

19. CONTRACTOR'S LICENSING REQUIREMENTS

If applicable, the Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form and Bid Form Signature Page, as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a Request for Qualification/Quotation or a Request for Proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a Contractor without having a Contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

21. SUBCONTRACTOR'S LIST

If, at the time of bidding, any Bidder intends to Subcontract any portion of this Contract, the Bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

22. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

23. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot ensure confidentiality of any portion of a submittal document in the event a public inspection request is made.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

23. CONFIDENTIAL INFORMATION – CONT'D

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After Contract award, and unless otherwise instructed by the Bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

24. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

25. TITLE VI NOTICE

"The City of Scottsdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

26. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitation's Questions Clause.

Any addenda issued by the City will become a part of the Contract. By signing and submitting a bid or proposal, the Bidder/Proposer is acknowledging that they will abide by all addenda issued prior to the opening of the bids/proposals and agreeing that all pricing takes into account all such addenda.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

26. INTERPRETATIONS, ADDENDA – CONT'D

A Notice of Addenda will be emailed to those who have registered as a downloader and provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. The bidder/proposer can return to the City's website under Solicitation Opportunities to verify how many addenda have been issued against a specific solicitation. If they feel they are missing any addenda, they can register again as a downloader to obtain access to all issued addenda. A viewing copy of the addenda will also be available wherever the solicitation documents are kept. It is the responsibility of the Bidder/Proposer to be aware of ALL addenda before submitting their final bid/proposal. The City takes no responsibility for any addenda that a bidder/proposer has failed to address in their submittal, and will hold the Bidder/Proposer responsible that their pricing encompasses all issued addenda.

27. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the Bid Forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign Contract documents for the Contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortia, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Bidder or one legal entity. The submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal, please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

27. SUBMITTAL PROCEDURE – CONT'D

At any time prior to the specified solicitation due time and date, a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance Form/Proposal Signature document constitutes a legally binding offer by the Contractor.

All submittals are to be completed on City of Scottsdale (COS) forms without any alterations; failure to do so may result in your submittal being rejected.

28. AWARD DETERMINATION

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid.

The Contract shall be awarded to the lowest responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the Contract to the lowest responsive bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

29. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a Contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any Bidder who has previously failed to perform competently in any Contract with the City.

30. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a Contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

30. PROTESTS – CONT'D

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those Contracts being awarded by City Council (i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded Contracts. Award of Contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

- State the name and address of the aggrieved person.
- Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

30. PROTESTS – CONT'D

If the Director determines a hearing is appropriate under the circumstances, the Director shall notify the protestor of the time and place set for a hearing on the protest. The Director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

31. CONTRACT AWARD NOTIFICATION

Intent to Award notices for Contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

The City Council must approve award of Contracts for construction and professional services exceeding the formal procurement limit. Any Contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other Contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

32. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the solicitation, the Contractor is making a non-contingent offer to Contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These bid or proposal offers do not become Contracts until after the Purchasing Director has signed the acceptance portion of the Offer/Acceptance Form. The Contract is then considered awarded to the successful Contractor, eliminating the signing of a separate Contract.

For that reason, all of the terms, conditions and specifications of the procurement Contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a Contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

INSTRUCTIONS TO BIDDERS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

32. AWARD OF CONTRACT – CONT'D

The effective date of this Contract shall be the date the Purchasing Director signs the Offer and Acceptance Form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this Contract until the Contractor receives a Purchase Order document or separate Notice to Proceed.

Once the City has awarded the Contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the Purchase Order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

33. BID BOND

(Not Applicable)

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

1. ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

3. ARIZONA LAW

The Contract and all Contract documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

7. CANCELLATION OF CITY CONTRACTS

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the Contract is in effect, an employee of any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

8. CAPTIONS/HEADINGS

The headings used in the Contract documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

9. CERTIFICATE OF INSURANCE

The successful vendor(s) will be required to furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #28-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on the Purchasing web site under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for Contract default. Additionally, Certificates of Insurance submitted without referencing the solicitation number will be subject to rejection and discarded.

10. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change Orders to Contracts may be executed, according to established rules, when provided for in the original Contract.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

10. CHANGES IN THE WORK – CONT'D

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its Subcontractors will comply with all Federal Immigration Laws and Regulations that relate to their employees and that the Bidder and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its Subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any Subcontractor who works on this Contract to ensure that the Bidder or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its Subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City will not consider the Bidder or any of its Subcontractors in material breach of this Contract if the Bidder and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The “E-Verify Program” means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any Contract the Bidder enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor’s failure to assure compliance by all its’ Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction Contracts: The Bidder must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

14. CONFLICT OF INTEREST

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City’s departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

15. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City’s possession and are current and conform to the Contract requirements.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service Contract(s) (either singular or in aggregate) results in the Contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the Contractor to the Contract Administrator (CA):

- the Contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the Contract during the most recent review period;
- the Contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the Contract is in force;
- the CA will provide this information to Risk Management when requested.

17. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

18. COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

19. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

20. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

21. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Bidder will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

22. ESTIMATED QUANTITIES

All quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

23. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 Form and other documentation required to issue the Purchase Order or Notice to Proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

24. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

25. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the Contractor at least 30 days before the end of its current fiscal period and will pay the Contractor for all approved charges incurred through the end of this period.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

26. INDEMNIFICATION

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

27. INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

28. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

28. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

28. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

28. INSURANCE REQUIREMENTS – CONT'D

Required Coverage – Cont'd

Vehicle Liability

Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

29. ISRAEL BOYCOTT PROHIBITION

By submitting a quote/proposal/bid and/or entering into a contract with the City, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

30. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary Contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware during the course of any contract with the City. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

31. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

32. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this Contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

33. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

34. NO WAIVER

The failure of either party to enforce any of the provisions of the Contract documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

35. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the Solicitation
3. General Terms & Conditions of the Solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the Solicitation or Contract

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

36. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

37. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment; however, cash discounts offered will not be considered in determining lowest Bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or Contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

38. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this Contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

39. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

39. RECORDS AND AUDIT RIGHTS – CONT'D

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any Subcontract pursuant to this Contract.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total Contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

40. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

41. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

42. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

43. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are **registered marks and are reserved solely for the City's use**. Any other use or **reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited**. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

44. SEVERABILITY

If any provision of the Contract documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

45. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The Contractor and the City agree that the provisions of the Contract documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which the Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the Contractor sells its assets.

46. TERMINATION

Termination for Convenience: City reserves the right to terminate this Contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this Contract.

Cancellation for Cause: City may also terminate this Contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this Contract. Late deliveries, deliveries of products which are defective or do not conform to this Contract, unsatisfactory performance as judged by the Contract Administrator, or failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this Contract for cause.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

46. TERMINATION – CONT'D

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this Contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately upon giving notice to the Contractor.

47. TESTING OF MATERIALS

When required in the course of any service or Contract, the procedures and methods used to sample and test material, will be determined by the City. Unless otherwise specified, samples and tests will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

48. TIME IS OF THE ESSENCE

The City and the Contractor mutually agree that time is of the essence with respect to the dates and times contained in the Contract documents.

49. WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know, the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

GENERAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

49. WARRANTY – CONT'D

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

SPECIAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

4. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL

All Contractor employees performing work under the scope of this Contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractor's company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the Contract.

Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the Contract. All employees shall have the supervisor's business cards available. In addition the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.

Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.

Sandals, flip-flops, open-toed shoes are not acceptable footwear.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

It shall be the Contractor's responsibility to make sure all employees performing any work at any location under the scope of this Contract, are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

Walkman type radios or any apparatus, which may impede hearing or sight, will not be allowed. Earplugs and/or safety glasses are exempt.

The Contractor shall instruct all employees, in advance, as to what to do in a medical emergency.

If an injury to an employee is of sufficient nature to warrant immediate professional medical attention, the employee shall seek out proper medical attention immediately.

The employee shall notify the on-duty lead person (or supervisor) of any personal injury, including minor cuts, scrapes or burns. The on-duty lead person shall immediately notify the Contract Administrator of such injuries.

SPECIAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

5. **CONTRACTOR SUPERVISORS AND CREWS**

The Contractor's Supervisor(s) shall have full authority to act on behalf of the Contractor in any situation.

The Contractor's Supervisor(s) and crews shall be monitored by the Contract Administrator for their effectiveness interacting with City personnel, citizens, and ability to maintain a written schedule. The knowledge and effectiveness of the Contractor's Supervisor(s) and crews shall have a direct impact on any possible and applicable Contract extensions.

Actual crew size shall be the responsibility of the Contractor to establish.

A fully staffed crew shall be defined as a **MINIMUM** of the following:

- One (1) Supervisor (Crew Leader) who is conversant in the 'English language'
- One (1) vehicle capable of performing the required work as indicated by the Contract Administrator at the time of the service request.
- Additional crew members as required to complete the required work as indicated by the Contract Administrator at the time of the service request.

6. **FUEL SURCHARGES**

Fuel surcharges shall NOT be allowable during the term of this Contract.

7. **INVOICING**

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

SPECIAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

8. KEY PERSONNEL

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the CA. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. The City's approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. No approval shall be unreasonably withheld of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract.

9. MULTIPLE AWARDS

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple Contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

10. PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

SPECIAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

11. PRICING

Pricing shall be listed on the Bid Form page. Prices bid by the Bidders shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Bid Form herein. Bidders failing to comply with this requirement may be declared non-responsive.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

12. PURCHASING PROCEDURE

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

13. QUANTITY

The estimated quantities that will be required during the initial term of this Contract are indicated on the Bid Form contained herein.

The dollar figure provided is for information purposes only. Historically, over the last five (5) years the City spent approximately \$250,000 on various Landscape services projects. Actual purchases will vary based on the needs of the City.

14. REVIEW OF CONTRACTOR'S WORK

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The Department may make such reviews and pass upon the acceptability of Contractor's work. Partial acceptance shall not relieve the Contractor of its obligation to correct, without charge, any errors in the work on this project.

The City reserves the right to perform background checks on the Contractor and their employees who will be conducting onsite activities and have direct contact with the City's client

SPECIAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

15. SUBSTANCE ABUSE SCREENING & BACKGROUND CHECK REQUIREMENTS

Any and all employees, including all owners and officers of Contractors who perform work in City facilities, shall submit to and pass a criminal background investigation and substance abuse screening as outlined herein.

The Contractor shall provide the City of Scottsdale written certification that all employees of the Contractor, who will be performing work in City of Scottsdale facilities, have successfully completed and passed both a criminal background investigation and substance abuse screening prior to engaging in any work in any City of Scottsdale facility.

All employees of the Contractor shall abstain from the use of illegal drugs and/or alcohol, and the misuse of controlled substances while performing work in City of Scottsdale facilities. The Contractor shall be notified, and required to immediately remove any employee that is suspected of being under the influence of a controlled substance while performing work in a City of Scottsdale facility. The employee removed under these circumstances may return to performing work in City of Scottsdale facilities only after it has been determined and verified by the City of Scottsdale, that the employee was not under the influence of a controlled substance at the time of the incident.

• **Substance Abuse Screening**

Contractor's employees, prior to engaging in work in any City of Scottsdale facility, shall be required to submit to and successfully complete a substance abuse screening (panel 110 test) for illegal drugs and controlled substances. The substance abuse screening shall be performed by a laboratory legally authorized to perform such screenings and any related cost will be at the sole expense of the Contractor.

• **Criminal Background Investigation**

Contractor's employees, prior to engaging in work in any City of Scottsdale facility, shall be required to submit to and successfully complete a full state and federal criminal background investigation. **The Contractor shall not allow any employee to perform work in a City of Scottsdale facility, if it is determined through the background investigation, that the person has a history of conviction or arrest involving crimes of: violence against others, theft or the sale and/or use of illegal drugs.** Any cost incurred by the Contractor as a result of performing background investigations on their employee's shall be at the sole expense of the Contractor.

16. TERM OF AGREEMENT

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

SPECIAL TERMS AND CONDITIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

17. **THIRD PARTY BENEFICIARY**

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the Consultant, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.

18. **UNIT PRICING**

An "Hourly Labor Rate" for: Routine repair; After Hour/Weekend/Holiday repairs; and Emergency repairs shall be identified by the Contractor and listed on the appropriate line on the bid form. The City of Scottsdale will not accept a "minimum respond time charge" that is equal to an amount greater than (2) hours of the established labor rate, for any of the above service calls. Travel time to and from the job site should be considered in the bid price and shall not be paid for as an extra item or reimbursable cost.

The Contractor shall not charge the City of Scottsdale more than a 20% "mark-up" on the Contractor's cost of all parts and materials used in the repair and maintenance of the City elevators and related equipment.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

19. **VEHICLE REQUIREMENTS AND IDENTIFICATION**

The Contractor shall only use trucks and vehicles licensed for use on public streets and licensed in the State of Arizona.

All equipment used in the performance of work under the scope of this Contract shall be equipped with an amber/yellow light bar OR amber/yellow light which can be clearly seen from a **MINIMUM** distance of five hundred feet (500') in all directions. The Contract Administrator shall be the sole determinant as to whether equipment warning lights are sufficient.

All Contractor vehicles shall contain signage which includes a **MINIMUM** of the Contractor Company name; and/or logo. Vehicle signage shall be sufficient, in the opinion of the Contract Administrator, to make it apparent to others, as to the nature of the business and the occupants of the vehicle. Vehicle signage shall appear on a **MINIMUM** of the right and left sides of the vehicle. All vehicles that are used in the performance of work under the scope of this Contract shall display the proper vehicle signage. Contract Administrator will approve proper identification of vehicles during the life of the Contract.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

1.0 INTENT

- 1.10 The City of Scottsdale desires to award multiple contracts to qualified companies to provide as needed landscape services. Selected companies will perform small and large landscape or labor projects as needed in city parks, streets, and rights of way. It is the intent of the City of Scottsdale to award up to six (6) contracts.
- 1.20 The successful Contractors shall provide all labor, materials and equipment necessary to complete the tasks detailed in the project specific specifications provided by the City.
- 1.30 The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents.

2.0 CONTRACTOR MINIMUM QUALIFICATIONS

- 2.10 The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
- 2.20 The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein. In order to be considered for further evaluation, your bid submittal must include a copy of the following current licenses:
- Business License issued by the Arizona State Registrar
 - License issued by the Office of Pest Management
- 2.30 The successful Contractor shall have been conducting business specifically for the services as requested in this solicitation, within the Phoenix/Scottsdale Metropolitan area for a **MINIMUM** of five (5) consecutive years.
- 2.40 The Contractor **MUST** have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop.
- 2.50 Contractor shall have been providing similar services, and should have extensive background in working on public facilities and on streets in the presence of barricades.

3.0 GENERAL INFORMATION

- 3.10 Landscape projects will be bid and awarded independent of each other. Landscape maintenance project will range in costs from \$1,000 up to \$25,000.
- 3.20 All landscape materials (plants, trees, granite, mulch, irrigation components, etc.) needed for a particular project shall either be provided by the City of Scottsdale or required of the Contractor to provide. This will be made clear in the bid request
- 3.30 The City of Scottsdale will retain the right to have services performed, by City personnel or the use of an outside agency, for any service as is deemed necessary during the life of the contract.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

4.0 CONTRACT ADMINISTRATION

- 4.10 The Contract Administrator shall be the Community Services Contract Administrator (CA), or designee, assigned to work with the Contractor and his employees.
- 4.20 The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

5.0 CONTRACTOR RESPONSIBILITIES

- 5.10 The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in this Solicitation, and in the time frame required by the Contract Administrator. All labor necessary to meet the performance expectations described in this contract in the timeline stated, shall be the sole responsibility of the Contractor to provide.
- 5.20 Contractor will provide all necessary and proper supervision and labor; tools; industry standard grade equipment; safety equipment, and vehicles to complete all services of the contract.
- 5.30 Work will be performed at times designated by the Contract Administrator or designee and at times that will not interfere with other City activities within the facility.
- 5.40 Contractor shall perform all services/work in accordance to the schedule established by the Community Services staff and contained in the contract bid form on each specific project. The Contractor's employees shall adjust their work schedule accordingly.
- 5.50 The successful contractors should have an extensive background in working on public facilities and on streets in the presence of barricades.
- 5.60 Projects impacting pedestrian traffic and motor vehicle traffic shall be scheduled to avoid as much disruption as possible. This may include Saturday, Sunday, and scheduled night work. The bid entered by the successful contractor shall cover this contingency as directed by the Contract Administrator.
- 5.70 Contractor shall provide a roster of his employees working for each project that they are awarded. Contractor to provide employees who uphold the image of professionalism while they are working on City of Scottsdale property. These employees shall be competent and qualified to perform their duties as professional landscapers.
- 5.80 Each employee shall be issued a permanent nametag which shall include the name of the employee, picture of the employee, the contractor's company name, and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work of the contract. Contractor's employees will wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractors company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

5.0 CONTRACTOR RESPONSIBILITIES – CONT'D

- 5.90 Contractor Supervisor, maintenance crews, and equipment shall be dedicated to this contract on the workdays scheduled without exception. The Supervisor assigned to this contract shall have full authority to act on your behalf in making operational decisions in the field as directed by City of Scottsdale Contract Coordinator. Your Supervisor will be assessed by the Contract Administrator for their effectiveness interacting with personnel issues, City staff, citizens, and ability to maintain a written schedule.
- 5.100 At the request of the Contract Administrator the Supervisor assigned to this contract will be changed by the Company within three (3) working days. This action will be precipitated by unacceptable communication skills, inability to return phone calls, E-mails, inability to work with a schedule, or the inability to work with City of Scottsdale park staff. The decision to do this will be solely at the discretion of the Contract Administrator and his decision will be final.
- 5.110 Contractor shall provide sufficient staff to each area of this contract to guarantee work is done on schedule within the times dictated per each site.
- 5.120 No open radios will be permitted while performing services of the contract. Personal radios with headphones will not be permitted.
- 5.130 When using power equipment, the Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public and City employees.
- 5.140 Successful contractors should have a dedicated e-mail for receiving requests for bid on new projects. In the event the contractor does not have e-mail capability, a fax number may be provided. The City of Scottsdale will make every effort to ensure emails and/or faxes are sent complete but takes no responsibility for contractor's faulty e-mail or fax machine.

6.0 COMMUNICATION

- 6.10 The successful Contractor(s) will provide the Contract Administrator reasonable access to the contractor by furnishing: phone numbers, cellular phone numbers, fax numbers, and business addresses throughout the life of the contract.
- 6.20 The Contractor shall provide the City with a primary point of contact, preferably a Supervisor with a cellular phone which shall be accessible by City of Scottsdale staff whenever your company is working on City of Scottsdale property. The City prefers local phone numbers which begin with the following area codes: 602, 623, and 480. Non-local or toll free numbers will not be accepted as a responsive phone number.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

6.0 COMMUNICATION – CONT'D

- 6.30 The Contractor shall have and maintain an e-mail capability sufficient to handle the work capacity covered by this contract and must be able to receive work requests and other contract related communications via email on a twenty-four (24) hour a day basis.

E-mail establishes a written record and shall be the primary form of communication.

- 6.40 The Contractor's Supervisor shall be literate in the English language. This is a necessary tool due to the following reasons, which include but are not limited to:
- Verbal warnings of emergencies and hazards around the working area.
 - Preparation of reports and Email as specified or requested.
 - Communication with City of Scottsdale personnel and citizens.

7.0 SCOPE OF SERVICES

- 7.10 Below is a list of commonly used general landscape labor services for the resulting contract. This list is not all inclusive:

- Cleanups and/or improvements.
- Installation of mulches like organics, granite, river rock, landscape pavers, bricks, etc.
- General grading work either by hand or tractor (rental allowed).
- Pulling and/or hoeing weeds.
- Raking areas for debris and grooming.
- Pruning shrubs and minor tree pruning as directed.
- Planting flowers, shrubs, or trees. Trees up to 36" boxes by hand work only.
- Trenching for irrigation work and irrigation projects or electrical projects.
- Miscellaneous herbicide work as requested. (contractor supplies herbicide)

- 7.20 The contractor shall be required to remove all debris associated with these functions. If not specifically called out in the bid for request all debris shall be removed from City of Scottsdale property.

- 7.30 Work shall be performed per a schedule established by Community Services staff and contained in the contract bid form. The contractor's employees shall adjust their work schedule accordingly.

- 7.40 **Individual Project Bidding Procedures:** As a project is identified, the Contract Administrator, or designee will email new labor projects to all successful contractors.

7.40.a Typically the contractors will be given five (5) to seven (7) business days to visit sites being considered.

7.40.b Written quote responses will be submitted to the Contract Administrator via scan and/ or fax.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

7.0 SCOPE OF SERVICES – CONT'D

7.40 Individual Project Bidding Procedures – Cont'd

7.40.c Contractor's shall use the prices quoted during the solicitation process (or established pricing thereafter, during the contract term), when bidding on individual projects.

7.40.d Projects will be awarded based on the lowest priced quote, unless other criteria is identified in the request for quote.

7.40.e Projects will have a COS contact person with the default person being the Contract Administrator. It will be the responsibility of the Contractors to contact the City representative named in the Email, if they have questions.

7.50 **Project Details:** All new landscape labor projects will include all the needed information for Contractor's to formulate their bid response.

A 'sample' quotation form has been included for informational purposes only.

7.50.a **The City's Project Request shall include:**

- City's point of contact for each particular project. To include: Contact's name, cell / work phone and email address.
- Exact address and map of the area (if available from the City website).
- Due date and time your bid submittal must be returned to the City by.
**Bids received after the due date & time will not be considered. NO EXCEPTIONS*
- Detailed Work Description - Each project will be different.
 - The details for each site will be thoroughly explained.
 - The issue of rental equipment will be decided upon by City Department staff only.
 - If rentals are necessary, this information will be identified in the 'Detailed' work description area.
 - City's project schedule/time line. The selected Contractor cannot deviate from this schedule without prior approval from the Contract Administrator or designee.

7.50.b **Bid Instructions for Individual Projects:** The sample quotation form includes three (3) fields for completion (Contract Price; Man Hour Quote; Extended Price Quote).

Note the following when formulating you bid for each field:

Contract Price - includes your Supervisor which is required to be on site during work hours. This is a set price entered to use as a baseline by all Contractors awarded participation in this contract. This number is not changeable.

Man Hour Quote - is the tool you will use to bid requests sent out. Once you calculate the cost of a project it will be your responsibility to break it down to man hours and enter that number for this section.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

7.0 SCOPE OF SERVICES – CONT'D

7.50.b Bid Instructions for Individual Projects – Cont'd

Extended Price Quote - is arrived at by multiplying your contract price by the man hours; adding this to your rental fee (if any). The award will go to the lowest cumulative cost.

Rental fees shall be accompanied by original invoices and will not have a bearing on the award of this contract.

7.60 **Project Award:** Services cannot begin until the selected Contractor receives a City Purchase Order.

7.60.a Award for projects will be published via E-mail to the successful contractor, and copied to everyone who bid on that particular project.

7.60.b Once a contractor is awarded a project, no changes to pricing will be allowed.

7.60.c Withdrawing a bid prior to commencement of the work is permissible. It is the responsibility of the contractor to bid appropriately, no increases in man-hours or time needed to complete the project will be allowed due to contractor's failure to bid correctly.

7.60.d In the event the contractor has begun a project and requires more time to complete the job it will be at the cost provided in his bid.

7.60.e Failure to begin and finish any project where Community Services is not at fault may result in a letter of default and suspension from future bids.

7.70 **Project Acceptance:** Each project shall be complete and approved by the Contract Administrator or City representative before expectation of payment.

8.0 EQUIPMENT

8.10 Lack of equipment or labor may be grounds for a contractor to lose out on future projects and/or removal from this contract if a pattern of non-compliance develops.

8.20 All equipment necessary to successfully execute a project from start through acceptance shall be the sole responsibility of the contractor to provide.

8.30 Renting or leasing equipment will be the sole responsibility of the contractor and should be factored into their bids for any particular request.

8.40 All equipment shall be approved by the Contract Administrator at all times during the life of this contract. Any equipment not meeting industry standards shall be removed by the Contractor immediately. A decision of this type is not appealable and shall be carried out immediately. This will not alleviate the contractor of responsibility of providing scheduled service.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

9.0 VEHICLES, TRAFFIC CONTROL

- 9.10 Contractor shall use trucks and vehicles licensed for use on public streets and licensed in the State of Arizona. Vehicle signage shall be a minimum of 2" and appear on both sides of the vehicle and where appropriate the rear of the vehicle.
- 9.20 City of Phoenix Barricading Manual is used by City of Scottsdale for any work requiring work in City of Scottsdale street medians or adjacent rights of way.
- 9.30 The Contractor shall not park on any sidewalk or impede any pedestrian rights of way unless a variance has been issued by the Contract Administrator.
- 9.40 Driving street vehicles on turf areas is strictly prohibited unless written permission has been issued by the Contract Administrator. [Ruts deemed the responsibility of the Contractor to repair shall include (1) sod cutting 12" on all sides of the rut (2) backfill & compaction to ¾" of final grade, (3) hybrid sod purchased by the Contractor and laid to final grade (4) acceptance of Contracts Administrator. Sole cost of Contractor]
- 9.50 The City of Scottsdale shall be responsible for any necessary traffic barricades. The Contractor shall not modify any traffic control placed by the barricade Company

10.0 SPECIAL REQUIREMENTS

- 10.10 Awarded companies shall subscribe to the Maricopa County Air Quality website.
- 10.20 When High Pollution Days (Ozone or Pollutants) are published by Maricopa County the following day is a 'non work' day. Any work scheduled on 'HPD' will fall to the next work day. High Pollution Days will not reflect negatively on the contractor and will add additional days to the finish date of any project currently in progress.

Failure to follow this protocol may result in non-payment for violating the Air Quality Act http://www.maricopa.gov/ag/divisions/planning_analysis/Default.aspx

11.0 FAILURE TO PERFORM

- 11.10 Throughout the life of this Contract every effort will be made to maintain effective communication between the Contractor and City of Scottsdale staff.
- 11.20 Phone calls email, and Faxes will alert the Contractor to minimal violations.
- 11.30 Persistent negligence will be dealt with in a formal setting. Failure of the contractor to perform services as stated in the scope of work in the timeline established may result in the Contract Administrator pursuing applicable payment deductions from invoices, payment of invoices being held until compliance is accomplished, and possibly the removal from this contract.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES

IFB #17PB003

12.0 SITE CLEAN UP

12.10 The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of sawdust, stump grinding to two (2") below grade where applicable, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with appropriate tools for the job. The site shall be returned to the same state it existed in prior to the removal. Stump grinding unless specifically called out in the bid document shall be part of this contract without extra charges.

13.0 PROTECTION OF PROPERTY

13.10 The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible.

14.0 DAMAGE TO THE PROPERTY

14.10 Any damage to City owned property as the result of the Contractor's operations shall be the responsibility of the Contractor to reconcile with the City of Scottsdale, Risk Management department. Should the damage not be rectified within the time agreed upon or to the satisfaction of the City, the City reserves the right to replace that which was damaged, and assess the Contractor such costs related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

14.20 Damages to private property shall be between the Contractor and the injured party.

14.30 The Contractor shall inform the Contract Administrator of any damage caused by the Contractor's operation on the day such damage occurs.

14.40 Irrigation heads, valve boxes, and other hardscape items will be the responsibility of City of Scottsdale staff to mark and the Contractor will not be held liable for damage as long as they follow the detailed instructions as given by City of Scottsdale staff.

15.0 PROTECTION OF OVERHEAD UTILITIES

15.10 The Contractor shall make arrangement with the utility for removal of all necessary limbs, and branches that may conflict with or create a hazard in conducting the operations of this Contract.

SPECIFICATIONS



CITYWIDE LANDSCAPE LABOR SERVICES
IFB #17PB003

SAMPLE QUOTE FORM TO BE USED AFTER SOLICITATION AWARD

Project Name: _____

**CITY OF SCOTTSDALE COMMUNITY SERVICES
 CONTRACT #17PB003
 REQUEST FOR QUOTATION**

Bid Due Date/Time: _____ Date email sent: _____

CONTACT: Scottsdale staff member in charge of this project, all defaults back to Contract Administrator.

Phone: (480) 312-xxxx; Fax: (480) 312-xxxx; email _____

DESCRIPTION: **Detailed description of work requested, normally will include map issued via City Map System.**

(This is not an order for service)

Contractor Name	Contract Price (Includes Supervision)	Man Hour's Quote	Extended Price Quote
Your company name goes here	\$25.00 (sample only) <u>This number may not be altered.</u> This number will be multiplied by the next column to arrive at your individual project bid.	100 (sample only) This is your bid mechanism. Once you arrive @ what your bid you will adjust your 'hours' in this column to arrive @ your ultimate bid per project. This number is flexible with each bid you submit.	This column represents your ultimate bid per project arrived @ by multiplying your set Contract Price X your Man Hour Quote entry. Every project will be awarded based on this column.

Roster of staff including supervisor.

 Name of Individual Submitting Bid
 Date (Please Print)

 Signature

 Today's

THIS IS A SAMPLE ONLY, IT DOES NOT NEED TO BE SUBMITTED WITH YOUR BID

SUBMITTAL CHECKLIST



CITYWIDE LANDSCAPE LABOR SERVICES

IFB # 17PB003

NOTICE: Bidders are not required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Original Bid / Bid Copies** – Identify and submit one (1) **unbound original** and one (1) **copy** of the Bidder's response (Bid copy may be bound if the Bidder so desires).
- Offer/Acceptance Document (COS Form)** – Complete Offer portion of the document, signed in ink.
- Bidder's License(s)** – Submit a copy with your submittal response
 1. Business License issued by the Arizona State Registrar
 2. License issued by the Office of Pest Management
- Bid Form(s) (COS Form)** – Fully completed Solicitation Bid Form.
- Reference List (COS Form)** – Fully completed Reference List. Reference list shall document the requirements listed in 2.30 for consecutive five (5) years' experience.
- Subcontractor's List (COS Form)** – Fully completed Subcontractor's List.
- Bidder General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- Bidder Litigation Disclosure Form (COS Form)** - Fully completed Litigation Disclosure Form, signed in ink.
- Bidder Questionnaire Form (COS Form) #1 – Company Information** – Fully completed Bidder Questionnaire Form.
- Bidder Questionnaire Form (COS Form) #2 – Equipment List** – Fully completed Bidder Questionnaire Form.

NOTE:

"Please **do not** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist."

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.



OFFER AND ACCEPTANCE

City of Scottsdale
 Purchasing Division
 9191 E. San Salvador Dr.
 Scottsdale, AZ 85258
 Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	17PB003	SOLICITATION TITLE:	Citywide Landscape Labor Services
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OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:	
Company Name		Printed Name	
Address		Title	
City	State	Zip	Phone
Signature for Offeror		Date	Fax E Mail
Printed Name and Title of Authorized Signatory		Address (if different from Company info)	
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)	

**ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD
 (for City of Scottsdale Use Only)**

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation , including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 17PB003**

The contract consists of the following documents: 1) Solicitation # 17PB003 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment _____, dated _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : Payment Bond Performance Bond, Insurance Certificate(s), I.R.S. Form W-9/Taxpayer ID No. & Certification, other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22 nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	City of Scottsdale , a municipal corporation Offer Accepted and Awarded this _____ day of _____, 201__
	J. E. Flanagan Or Designee As City of Scottsdale Purchasing Director
Risk Management issues reviewed and approved as to form _____, 201__ by City of Scottsdale Risk Management Director	
Recommended award approved _____, 201__ by City of Scottsdale Contract Administrator	

BID FORM



CITYWIDE LANDSCAPE LABOR SERVICES

IFB # 17PB003

The Unit Price listed on the bid form, shall be inclusive and include all pertinent additional fees normally associated with this type of service, and the services as described in the Scope of Work section. The hourly rate reflected is a per hour rate, per man. This rate shall be all inclusive and include supervision and all other associated charges per the scope of services (excludes rentals).

DESCRIPTION	HOURLY UNIT COST (Hourly Rate per hour / per man) EXCLUDING TAX
Landscape Labor	\$_____

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to opening of this bid/proposal.

NO BID: If no bid please state reason:

If Applicable, Contractor's License Number and Classification: _____

COMPANY NAME: _____

REFERENCES



CITYWIDE LANDSCAPE LABOR SERVICES

IFB # 17PB003

List minimum of three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Invitation for Bid, during the past three years. Include the length of any contracts listed. Bidders may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Bidders under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

YOUR COMPANY NAME: _____

SUBCONTRACTOR'S LIST



CITYWIDE LANDSCAPE LABOR SERVICES

IFB # 17PB003

COMPANY NAME: _____

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

BIDDER GENERAL DISCLOSURE FORM



CITYWIDE LANDSCAPE LABOR SERVICES

IFB # 17PB003

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If “YES”, in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If “YES”, in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If “YES”, in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature

Title

Printed Name

Date

COMPANY NAME: _____

BIDDER LITIGATION DISCLOSURE FORM



CITYWIDE LANDSCAPE LABOR SERVICES

IFB # 17PB003

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

Title

Printed Name

Date

COMPANY NAME: _____

BIDDER QUESTIONNAIRE – COMPANY INFORMATION



CITYWIDE LANDSCAPE LABOR SERVICES

IFB # 17PB003

COMPANY INFORMATION

Company Local Office Physical Address _____

Office Daytime Phone Number _____

Office Fax Number _____

Telephone Ordering Phone Number(s) _____

Company Email Address _____

Company Operating Hours (Monday – Friday) _____

Company Hours (Saturday) _____

NAME OF MAIN CONTACT

(assigned to this contract) _____

Office Phone Number of Main Contract _____

Cellular Phone Number of Main Contact _____

Email of Main Contact _____

After Hour/Emergency Phone Number(s) _____

YARD ADDRESS

Signature _____

Printed Name: _____

Title _____

Company _____

BIDDER QUESTIONNAIRE – EQUIPMENT LIST



CITYWIDE LANDSCAPE LABOR SERVICES

IFB # 17PB003

List all equipment you intend to use in the performance of this Contract, if applicable.

Complete list and description of vehicles to be utilized on City sites. Include vehicle license plate numbers.

Contractor's Physical Address

Contractor's Mailing Address
