

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of March 30, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Somerset Landscape Maintenance, Inc., an Arizona corporation, (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Scottsdale, Arizona (“Scottsdale”) entered into Contract No. 13PB046, dated September 18, 2013, as amended by letter renewal No. 1, dated September 4, 2014, letter renewal No. 2, dated September 9, 2015, and letter renewal No. 3, dated September 15, 2016 (collectively, the “Scottsdale Contract”), for the Contractor to provide tree and palm tree pruning and removal services. A copy of the Scottsdale Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Scottsdale Contract, at its discretion and with the agreement of the awarded Contractor, and the Scottsdale Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Scottsdale Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with tree and palm tree pruning and removal services, as more particularly set forth in Section 2 below on an “as-required” basis (the “Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 18, 2017, unless terminated as otherwise provided in this Agreement or the Scottsdale Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Scottsdale Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this

Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$50,000.00 for the Services at the unit rates set forth in the Scottsdale Contract.

4. Payments. The Town shall pay the Contractor monthly for Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Scottsdale Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Scottsdale Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of 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 Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws

and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the Scottsdale Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Scottsdale Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Scottsdale Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Scottsdale Contract, the Town shall be afforded all of the rights and privileges afforded to Scottsdale and shall be the “City” (as defined in the Scottsdale Contract) for the purposes of the portions of the Scottsdale Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Scottsdale to the extent provided under the Scottsdale Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Contractor: Somerset Landscape Maintenance, Inc.
19051 South Arizona Avenue
Chandler, Arizona 85286
Attn: Brian Lemmerman

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being

given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

CR
4/3/17

Grady E. Miller
Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 5th, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



Jennifer Lyons
Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.

[Scottsdale Contract]

See following pages.



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

September 15, 2016

Mr. Brian Lemmermann, President
Somerset Landscape & Maintenance, Inc.
19051 S. Arizona Avenue
Chandler, AZ 85286

Transmitted via Email: brian.slm@cox.net
Julie.Hockings@somersetlm.com

**Re: Contract: 13PB046 – Renewal No. 3
Tree & Palm Tree Pruning & Removal Services**

Dear Mr. Lemmermann:

Pursuant to your acknowledgement notice dated July 28, 2016 submitted via email, the City of Scottsdale hereby extends Contract No. **13PB046** for **Tree & Palm Tree Pruning & Removal Services**, for a period of one (1) year. All terms and conditions remain the same.

The City is in agreement with your requested price increase of 1.8%. The allowable CPI increase is 1.0% and a 0.7% has been approved to cover the increased health and other rate increases requested.

The new term of the extension shall be effective September 19, 2016, through September 18, 2017. All provisions of the contract shall remain in effect during the new contract period.

Below are the revised rates which reflect a 1.8% increase:

LOT 1 – Palm Tree Pruning: \$27.88 per palm tree

LOT 2A – Tree Pruning Services:

Certified Arborist: \$28.51 per hour

Certified Tree Worker: \$26.47 per hour

Laborer: \$16.29 per Hour

Lot 2B – Emergency Services:

5:00 am to 5:00 pm (Mon – Fri) \$34.62 per hour

5:00 pm to 5:00 am \$34.62 per hour

(Mon – Fri; Weekends & Holidays)

The contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	\$1,000,000 each occurrence \$2,000,000 Products-Completed Operations Aggregate \$2,000,000 General Aggregate Current certificate on file <u>VALID through 1/16/17</u>
Vehicle Liability Insurance:	\$1,000,000 each accident Current certificate on file <u>VALID through 1/16/17</u>
Workers Compensation and Employer's Liability Insurance:	\$100,000 each accident \$100,000 Disease each employee \$500,000 Disease policy limit Current certificate on file <u>VALID through 7/01/17</u>

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

Please ensure the certificate(s) supplied reference **Contract Number (13PB046)**, AND state the following: **"City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale"**.

Failure to supply and keep current the required insurance certificates may render this extension void.

If you have any questions, please let me know.

Sincerely,



**Margie Vasquez, Bid & Contract Specialist
City of Scottsdale – Purchasing Division**

Phone: (480) 312-5715

Fax: (480) 312-9135

Email: MVasquez@scottsdaleaz.gov

cc: Bill Sturgill, Contract Administrator



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

September 9, 2015

Mr. Brian Lemmermann, President
Somerset Landscape & Maintenance, Inc.
19051 S. Arizona Avenue
Chandler, AZ 85286

Transmitted via Email: brian.slm@cox.net
Joeshill@somersetlm.com
Julie@somersetlm.com

Re: **Contract: 13PB046 – Renewal No. 2**
Tree & Palm Tree Pruning & Removal Services

Dear Mr. Lemmermann:

Pursuant to your acknowledgement notice dated September 2, 2015 submitted via email, the City of Scottsdale hereby extends Contract No. **13PB046** for **Tree & Palm Tree Pruning & Removal Services**, for a period of one (1) year. All terms, conditions, and pricing shall remain the same.

The new term of the extension shall be effective **September 19, 2015, through September 18, 2016**. All provisions of the contract shall remain in effect during the new contract period.

Below is a re-cap of the current contract pricing:

LOT 1 – Palm Tree Pruning: \$27.38 per palm tree

LOT 2A – Tree Pruning Services:

Certified Arborist: \$28.00 per hour
Certified Tree Worker: \$26.00 per hour
Laborer: \$16.00 per Hour

Lot 2B – Emergency Services:

5:00 am to 5:00 pm (Mon – Fri) \$34.00 per hour
5:00 pm to 5:00 am \$34.00 per hour
(Mon – Fri; Weekends & Holidays)

The contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability: \$1,000,000 each occurrence
\$2,000,000 Products-Completed Operations Aggregate
\$2,000,000 General Aggregate
Current certificate on file **VALID through 1/29/16**

Vehicle Liability Insurance:	\$1,000,000 each accident Current certificate on file <u>VALID through 1/29/16</u>
Workers Compensation and Employer's Liability Insurance:	\$100,000 each accident \$100,000 Disease each employee \$500,000 Disease policy limit Current certificate on file <u>VALID through 7/01/16</u>

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

Please ensure the certificate(s) supplied **reference Contract Number (13PB046)**, AND state the following: **"City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale"**.

Failure to supply and keep current the required insurance certificates may render this extension void.

If you have any questions, please let me know.

Sincerely,



**Margie Vasquez, Bid & Contract Specialist
City of Scottsdale – Purchasing Division**

Phone: (480) 312-5715

Fax: (480) 312-9135

Email: MVasquez@scottsdaleaz.gov

cc: Bill Sturgill, Contract Administrator



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

September 4, 2014

Mr. Brian Lemmerman, President
Somerset Landscape & Maintenance, Inc.
19051 S. Arizona Avenue
Chandler, AZ 85286

Transmitted via Email: brian.slm@cox.net
somersetlandscape@cox.net

**Re: Contract: 13PB046 – Renewal No. 1
Tree & Palm Tree Pruning & Removal Services**

Dear Mr. Lemmerman:

Pursuant to your acknowledgement notice dated August 19, 2014 submitted via email, the City of Scottsdale hereby extends Contract No. 13PB046 for **Tree & Palm Tree Pruning & Removal Services**, for a period of one (1) year. All terms, conditions, and pricing shall remain the same.

The new term of the extension shall be effective **September 19, 2014, through September 18, 2015**. All provisions of the contract shall remain in effect during the new contract period.

Below is a re-cap of the current contract pricing:

LOT 1 – Palm Tree Pruning: \$27.38 per palm tree

LOT 2A – Tree Pruning Services:

Certified Arborist: \$28.00 per hour
Certified Tree Worker: \$26.00 per hour
Laborer: \$16.00 per Hour

Lot 2B – Emergency Services:

5:00 am to 5:00 pm (Mon – Fri) \$34.00 per hour
5:00 pm to 5:00 am \$34.00 per hour
(Mon – Fri; Weekends & Holidays)

The contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability: \$1,000,000 each occurrence
\$2,000,000 Products-Completed Operations Aggregate
\$2,000,000 General Aggregate
Current certificate on file **VALID through 10/04/14**

Vehicle Liability Insurance:	\$1,000,000 each accident Current certificate on file <u>VALID through 10/04/14</u>
Workers Compensation and Employer's Liability Insurance:	\$100,000 each accident \$100,000 Disease each employee \$500,000 Disease policy limit Current certificate on file <u>VALID through 7/01/15</u>

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

Please ensure the certificate(s) supplied reference **Contract Number (13PB046)**, AND state the following: **"City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale"**.

Failure to supply and keep current the required insurance certificates may render this extension void.

If you have any questions, please let me know.

Sincerely,



**Margie Vasquez, Bid & Contract Specialist
City of Scottsdale – Purchasing Division**

Phone: (480) 312-5715
Fax: (480) 312-9135

Email: MVasquez@scottsdaleaz.gov

cc: Bill Sturgill, Contract Administrator



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 # 13PB046 **SOLICITATION TITLE:** Tree & Palm Tree Pruning and Removal Services

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, Business Dealings with Sudan and Iran and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION

FOR CLARIFICATION OF THIS OFFER, CONTACT:

Company Name Somerset Landscape Maintenance Inc.
Address 19051 S. Arizona Ave., Chandler, AZ 85286
City _____ State _____ Zip _____

Printed Name Brian Lemmenan
Title President
Phone 480 782 5296

Signature for Offeror _____ Date 8/21/13
Printed Name and Title of Authorized Signatory Brian Lemmenan 86-1042562

Fax 480 922 8200 E Mail somersetlandscape@cox.net

Federal Employer Tax ID # or SSN as per W9 Statement _____

Address (if different from Company info) _____
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 # 13PB046**

The contract consists of the following documents: 1) Solicitation # 13PB046 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 22nd 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 18TH day
of SEPTEMBER, 2013

Risk Management issues reviewed and approved as to form JULY 31ST, 2013
by City of Scottsdale Risk Management Director

Margie Vasquez FOR

Recommended award approved SEPTEMBER 4TH, 2013
by City of Scottsdale Contract Administrator

J. E. Flanagan
Or Designee MARGIE VASQUEZ
As City of Scottsdale Purchasing Director

INVITATION FOR BID



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

Start Date Oct 1, 2013

TABLE OF CONTENTS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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. INTERPRETATIONS, ADDENDA	10
26. SUBMITTAL PROCEDURE	11
27. AWARD DETERMINATION	11
28. REJECTION OF BIDS.....	12
29. PROTESTS.....	12
30. CONTRACT AWARD NOTIFICATION.....	13
31. AWARD OF CONTRACT	14
32. BID BOND.....	14
GENERAL TERMS AND CONDITIONS	15
1. ADDITIONAL SERVICE REQUESTED	15
2. ADVERTISING.....	15
3. ARIZONA LAW	15
4. ASSIGNMENT	15
5. ATTORNEY'S FEES	15
6. AUTHORITY	15
7. CANCELLATION OF CITY CONTRACTS.....	16
8. CAPTIONS/HEADINGS	16
9. CERTIFICATE OF INSURANCE.....	16
10. CHANGES IN THE WORK.....	16
11. CHEMICALS	17
12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS.....	17
13. COMPLIANCE WITH FEDERAL AND STATE LAWS	18
14. CONFLICT OF INTEREST.....	18
15. CONTRACT ADMINISTRATOR DUTIES	18

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

23. VEHICLE REQUIREMENTS AND IDENTIFICATION.....	38
SPECIFICATIONS.....	39
1. PURPOSE	39
2. GENERAL INFORMATION	39
3. GENERAL CONTRACTOR QUALIFICATIONS.....	40
4. AREA DEFINITIONS.....	41
5. PALM TREE PRUNING SPECIFICATIONS	42
6. PALM TREE PRUNING SCHEDULE	44
7. TREE PRUNING SPECIFICATIONS.....	44
8. INDIVIDUAL PROJECT BIDDING PROCEDURES - TREE PRUNING	45
9. TREE REMOVALS.....	46
10. CONTRACTOR RESPONSIBILITIES	46
11. MINIMUM CREW SIZE	48
12. WORK HOURS.....	48
13. RESPONSE TIME TO COMPLAINT	49
14. ASSESSMENT OF WORK.....	49
15. COMMUNICATIONS AND AUTHORITY	49
16. SAFETY STANDARDS	50
17. SITE CLEAN UP	50
18. PROTECTION OF PROPERTY	50
19. DAMAGE TO THE PROPERTY	50
20. PROTECTION OF OVERHEAD UTILITIES	50
INVENTORY LISTING.....	51
PALM TREE PRUNING LOCATIONS	51
PALM TREE PRUNING – DOWNTOWN LOCATIONS	55
SUBMITTAL CHECKLIST.....	58
OFFER AND ACCEPTANCE	59
REFERENCES	60
SUBCONTRACTOR'S LIST.....	61
BIDDER GENERAL DISCLOSURE FORM.....	62
BIDDER LITIGATION DISCLOSURE FORM	63
BIDDER QUESTIONNAIRE #1 / COMPANY INFORMATION.....	64
BIDDER QUESTIONNAIRE #2 / EQUIPMENT LIST	65
BID EVALUATION SUMMARY FORM.....	66
BID FORM – LOT 1 / PALM TREE PRUNING	67
BID FORM – LOT 2 / TREE PRUNING & EMERGENCY SERVICES	68
BID FORM SAMPLE	69

INSTRUCTIONS TO BIDDERS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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 **4:00 P.M., LOCAL TIME, AUGUST 12, 2013**. 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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 **2:00 P.M., LOCAL TIME, AUGUST 15, 2013**. 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

7. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyers 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 addendums 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 City website at www.scottsdaleaz.gov in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a bidder list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

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:

http://www.scottsdaleaz.gov/Purchasing/Procurement_Code

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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 Drivers 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 City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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/licenses/boplicense>

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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.

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

19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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 24 hours 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 insure confidentiality of any portion of a submittal document in the event a public inspection request is made.

INSTRUCTIONS TO BIDDERS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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. 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 Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided or by signing the Offer and Acceptance Form. Failure to indicate receipt of addenda may result in a bid submittal being rejected as non-responsive.

A Notice of Addenda will be emailed to those who have provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. A viewing copy of the Addenda will also be available wherever the Solicitation Documents are kept.

INSTRUCTIONS TO BIDDERS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

26. 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, including the acknowledgement of any and all addendum that was issued. 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. Consortiums, 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.

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.

27. 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.

INSTRUCTIONS TO BIDDERS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

27. AWARD DETERMINATION – CONT'D

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".

28. 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.

29. 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.

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.

INSTRUCTIONS TO BIDDERS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

29. PROTESTS – CONT'D

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.

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.

30. 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.

INSTRUCTIONS TO BIDDERS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

30. CONTRACT AWARD NOTIFICATION – CONT'D

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.

31. 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.

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 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.

32. BID BOND

(Not Applicable)

GENERAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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.

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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 #29-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 our Vendor Resources webpage 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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. CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the Bidder certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

18. 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.

19. 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.

20. 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

21. 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.

22. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Bidder will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

23. 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.

24. 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.

25. 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.

26. 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

27. 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.

28. 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.

29. 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

29. 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 must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required for the 3 year period.

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.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Consultant/Architect/Engineer/ 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.

GENERAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

Evidence of Insurance

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:

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

29. 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.

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 24 hours 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.

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.

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.

GENERAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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.

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

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.

GENERAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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.

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.

GENERAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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.

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.

GENERAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

45. SUCCESSORS AND ASSIGNS – CONT'D

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, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause.

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 test 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.

GENERAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

47. TESTING OF MATERIALS – CONT'D

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.

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

1. ACCEPTANCE / AGREEMENT

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

2. ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work requested and shall promptly make all necessary revisions or corrections without additional compensation. Acceptance of the work by the Project Manager will not relieve the Contractor of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

3. ADDITIONAL LOCATIONS

The City of Scottsdale reserves the right to add or subtract to this contract as the need arises due to changes in the amount of buildings. In the event the City needs to add to this contract, the pricing for any additions to services shall be applied per the applicable contract unit costs. Any additions or subtractions to the contract shall be done via a written change order and be a **MINIMUM** of thirty (30) days prior to the changes taking effect.

4. CITY ASSURANCE

The Contract Administrator shall report to the Contractor in writing, via email, or other written documentation, all deficiencies in the quality of performance of the maintenance service. All communication, written or verbal, between the City of Scottsdale and the Contractor will be in English.

All deficiencies in the performance of the Contractor's service shall be corrected by the Contractor as directed by the Contract Administrator.

The Contract Administrator shall on an ongoing basis monitor and review the performance of the Contractor and employees. The outcomes of this oversight shall have a direct bearing on the opportunity to negotiate a renewal of the contract, when applicable.

SPECIAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

5. CITY OBSERVED HOLIDAYS

Unless agreed upon by the City Contract Administrator and the Contractor in writing, no work shall take place on holidays or weekends.

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include: New Years, Martin Luther King, Presidents, Memorial, July 4th, Labor Day, (Thanksgiving – Thursday and Friday of the third week in November), Christmas.

- | | |
|---------------------------|--|
| a. Independence Day | July 4th (or Friday before or Monday after) |
| b. Labor Day | 1st Monday in September |
| c. Thanksgiving Day | 4th Thursday in November |
| d. Day after Thanksgiving | 4th Friday in November |
| e. Christmas Day | December 25th (or Friday before or Monday after) |
| f. New Year's Day | January 1st (or Friday before or Monday after) |
| g. Martin Luther King Day | 3rd Monday in January |
| h. President's Day | 3rd Monday in February |
| i. Memorial Day | Last Monday in May |

6. 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.

SPECIAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

6. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL – CONT'D

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.

7. 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.

Refer to the Specifications Section – Minimum Crew Size.

8. DELAYS AND EXTENSIONS

During the course of this Contract, if deemed in the best interest of the City of Scottsdale, an extension of time may be granted. However, any time extension so granted shall not constitute or operate as a waiver by the City of Scottsdale of any of its rights herein.

SPECIAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

9. FUEL SURCHARGES

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

10. 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
- All invoicing shall list the names of your crew members and their certification documents.
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

Initial Invoice(s) - Include certification documents for all crew members providing services under the contract, for the billing period being invoiced.

New Employee(s) - Provide certification documents at the time of invoicing, for the billing period being invoiced.

Once certification documents are on record with the COS Contract Administrator (CA), referring to them will suffice (i.e., Certificate on file with COS). Renewed certification documents shall be provided with the initial invoice for each crew member.

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.

11. 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.

Refer to the Specifications Section – Personnel Requirements.

SPECIAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

12. LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the services within the time specified in their contract, or any extension thereof, the actual damages to the City of Scottsdale for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City of Scottsdale as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of one hundred dollars (\$100.00.)

The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

13. 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.

14. NON-COMPLIANCE CONDITIONS AND REMEDIES

Schedule Non-Compliance – Failure to maintain the approved or adjusted schedule will result in the issuance of a notice of non-compliance by the Contract Coordinator, or designee. Failure to correct the non-compliance situation within the time imposed by the City may result in the Contractor's forfeiture of payment for the work that was not completed in the timeline issued by the Contract Administrator, or designee. At this point the City of Scottsdale will exercise its right to either perform the work itself or use another approved company to perform the work. Any work done in this manner will be deducted from the monthly billing. This action will in no way alleviate the responsibility of the Contractor to continue the maintenance of this site once the area has been recovered.

Employee Non-Compliance – Any employee(s) not following the standards set forth herein will be asked to leave the job site until basic work standards are met. This shall not alleviate the Contractor from fulfilling its responsibility to adhere to the schedule established with the Contract Administrator, or designee.

Throughout the life of this Contract every effort will be made to maintain effective communication with the Contractor. Phone calls, emails and faxes will be the normal way of alerting the Contractor to minimal violations. Persistent and/or negligence will be dealt with in a formal setting.

Failure of the Contractor to perform any services or requirements of the contract shall be cause for the Contract Administrator to deduct payment based on administration costs, cost of labor for services having to be accomplished by others, supplies and materials; to be determined by the Contract Administrator. The disciplinary procedure for this section shall be:

SPECIAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

14. NON-COMPLIANCE CONDITIONS AND REMEDIES – CONT'D

First Infraction – A letter of 'non-compliance' shall be issued by the Contract Administrator. The Contractor shall have twenty-four (24) hours to respond in writing detailing what steps shall be taken to bring the maintenance back to compliance with the Contract. Remedy shall be executed within seventy-two (72) hours of notice issued by Contract Administrator to avoid a second letter of non-compliance. A letter of non-compliance will not result in any money charged against the Contractor.

Second Infraction – The second infraction in the same area, or the same type of infraction shall result in a meeting with the Contractor. The second letter of non-compliance shall result in a deduction from the Contractor's monthly bill of two hundred and fifty dollars (\$250.00) per the Liquidated Damages clause of the General Terms and Conditions. Failure to correct the non-compliance situation within the time imposed by the City may result in the Contractor's forfeiture of payment for the work that was not completed in the timeline issued by the Contract Administrator. At this point the City of Scottsdale will exercise its right to either perform the work itself or use another approved company to perform the work. Any work done in this manner will be deducted from the monthly billing. This action will in no way alleviate the responsibility of the Contractor to continue the maintenance of this site once the area has been recovered.

Third Infraction - The third infraction, within six (6) months, shall result in a meeting between the Contractor, City of Scottsdale (Community Services/Parks & Recreation Department) staff and City of Scottsdale Purchasing staff. The Contractor shall explain, and put in writing, the action they are going to implement to avoid this situation further. The third infraction results in the Contractor being put on forty-five (45) day probation, beginning with the meeting with City staff. At any time during the forty-five (45) day probation period the Contractor may be terminated with a seven (7) day notice. Any payments due at that time shall be frozen until the Contract has been serviced to specifications. If this is not possible the Contractor has no expectation of payment

15. 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.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and shall be effective for at least one (1) year from the date of approval.

Approved price increases will be applied to the unit pricing in the Agreement as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and 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.

SPECIAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

15. PRICE ESCALATION – CONT'D

The percentage increase in the unit pricing may not exceed the percent in the United States "Consumer Price Index" for All Urban Consumers West Urban (C.P.I.U.) U. S. City Average for the Percent Change from the Year Ago as published by the U. S. Department of Labor Bureau of Labor Statistics. Index Base Period 1982-84=100.

16. PRICING

Pricing shall be listed on the Bid Form pages. 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 (unit/hourly, 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, disposal, 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.

Unit prices quoted shall be applicable for any quantity/services ordered by the City of Scottsdale, or differentiated on the Bid Form or other supporting documentation.

The Bidder is strongly encouraged to offer additional pricing for related items, products and services, which are not specifically addressed as line items in this Solicitation, but are directly related to the items and products requested by the City herein and offered by the Bidder. Additional items, products and services proposed pricing should be noted on the Bid Form or a separate attachment to Bidder's submittal document.

17. 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.

18. 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.

Optional - 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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

19. SINGLE AWARD

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While a single award is possible, the preferred procedure is to make multiple awards as a result of this solicitation process.

20. 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.

21. UNIT PRICING

A "Unit Price" per palm tree, "Hourly Labor Rate", and "Emergency Services Hourly Labor Rate", shall be identified by the Contractor and listed on the appropriate line on the corresponding bid form. Refer to the Bid Forms for additional information.

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, disposal, 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.

In the event of a mathematical error, the Unit Price(s) will prevail.

22. UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

SPECIAL TERMS AND CONDITIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

23. VEHICLE REQUIREMENTS AND IDENTIFICATION

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

Vehicles shall have clean drinking water; at least one gallon per crew member on board. Vehicles shall carry full functioning First Aid kits appropriate for the size of crew on site. Used or partial First Aid Kits will not be sufficient and will be reason to stop operations until contract standards are met.

Care is to be taken as to not disrupt the normal flow of foot traffic in these areas. Contractor will not park vehicles illegally, or in such a way, as to block any building entrance, from normal ingress and egress.

Exceptions may apply when granted in writing under the direction of the Contract Administrator.

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



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

1. PURPOSE

The City of Scottsdale (COS) is seeking the services of qualified firms to provide Tree & Palm Tree Pruning & Removal Services throughout the City's Medians, Rights of Way, City properties, and Parks. The services shall be provided based on a set schedule agreed upon by COS and the selected contractor(s). Otherwise, services shall be provided on an "as needed" basis.

The City of Scottsdale intends to award multiple contracts as follows:

Palm Tree Services (Lot 1): One Award

Tree Services (Lot 2): Three (3) to Five (5) Awards*

**Individual projects will be bid amongst the selected bidders for tree services.*

All pruning projects are contingent on funding. Currently funding is available; however, this could change depending on the economy.

2. GENERAL INFORMATION

A. **Palm Tree Services** - Due to the special nature of palm tree pruning, a single Contractor will be awarded this portion of the tree pruning contract. While most palm trees will be pruned between July 1st and August 15th there will be a couple of exceptions. Refer to the Palm Tree Pruning Schedules section.

The Palm tree contractor is welcome to bid on the regular tree pruning section of this contract, as there are two separate items. The time limits on palm tree pruning discussed later in this document will still apply.

B. **Tree Services** - All other tree pruning projects will be done via an established bidding structure for the selected contractors. COS shall obtain quotes for specific projects as they are identified by COS management and presented through this contract. Contractor's shall use the prices quoted during the solicitation process (or established pricing thereafter, during the contract term), when bidding on individual projects.

An inventory list of locations and "estimated" quantities has been provided to reference. There are California fan palms, Mexican fan palms, queen palms, and date palms, throughout the city. The city reserves the right to adjust this list as palm trees are removed or for other reasons. The City does not guarantee a minimum or maximum number of trees and can add or delete locations based on the City's needs throughout the term of the contract(s).

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

3. GENERAL CONTRACTOR QUALIFICATIONS

In order to be considered responsive to this solicitation, the bidder must submit the required information to demonstrate how each requirement is met. This applies to bidders for Lot 1 and/or Lot 2. In the case where the requirement cannot be documented, the bidder must state in the Cover Letter, how the requirement is met. For example, the number of years in business in the Phoenix/Scottsdale area.

A. General Requirements

Federal safety standards established by OSHA and ANSI shall be adhered to at all times. For more information please review OSHA under, "Landscape and Horticulture Services".

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.

Pruning standards set out by 'Trees are Good' (www.treesaregood.com), and 'Tree Care Industry Association' (tcia.org), shall be followed at all times.

At the time of bid submittal, the Contractor shall at a minimum own and have in their possession all necessary personnel, supplies, equipment / machinery. The Contractor shall provide labor, supervision, transportation, and any required licenses applicable to pruning, and removal of trees, and all other services needed to successfully perform the services outlined in this solicitation.

Bidder shall have been conducting business within the Phoenix/Scottsdale Metropolitan area for a **MINIMUM** of three ~~(3)~~² consecutive years.

Bidder's place of business **MUST** be physically located in the Phoenix/Scottsdale metropolitan area.

The Contractor **MUST** have and maintain full time Company representation located in the Phoenix/Scottsdale, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop.

B. Personnel Requirements

Submit with your bid, the names and documentation of the personnel qualifying your firm to bid on this solicitation, for the following job positions:

1. Minimum of one (1) person must meet each of these requirements:

A. Certified Arborist*, ISA, (International Society of Arboriculture) for a minimum of three consecutive years with no breaks in certification and with the same company entering the bid for this solicitation. ^{1 yr}

B. Certified Tree Worker*, ISA, ~~for a minimum of one year~~ consecutive with no breaks in certification with the same company entering the bid for this solicitation.

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

2. Supervisor - shall be one of the following:
 - A. Certified Arborist
 - B. Certified Tree Worker

**Certified Arborist are not licensed nor qualified to climb trees, however, they may operate aerial equipment.*

**Certified Tree Workers are qualified to climb trees, they may operate aerial equipment.*

C. Equipment Requirements

At a minimum, the contractor must own all of the following equipment / tools: arbor hand tools, arbor power saws/ or air power tools, truck-lift equipment capable of 60 foot lifts, tree chippers, arrow boards, safety equipment, and other power equipment and expertise applicable to pruning, and removal of trees as directed in this specification. The contractor shall list all owned equipment on the Bid Submittal Form "Bidder Questionnaire #3". List all other equipment to be used under this contract.

Proof of equipment and proper personnel certification shall be submitted with your bid package – NO EXCEPTIONS.

4. **AREA DEFINITIONS**

NOTICE: For all Area Definitions defined below, an arrow board will be required, and shall be provided by the contractor. This cost shall be included as part of the bidder's pricing at the time of bid submittal.

A. Parks

Parks will be defined as any work done on areas not associated with a thoroughfare, street, or alley. All work on parks shall be coordinated with a contact person identified with any and all project descriptions. No debris or any items associated with a particular work order may stay overnight.

City staff will be responsible for 'drying' out the turf areas and providing the Arbor company access to all projects.

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

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

4. AREA DEFINITIONS – CONT'D

B. Rights of Way

Rights of Way will be defined as any site associated with thoroughfares, streets, and alleys.

Work along rights of way may require arrow boards and flagging staff. Items such as arrow boards, coning, extra personal shall be provided by the Contractor.

Each project will be evaluated for its own needs. In some cases rights of way will include bike paths, pedestrian paths, or the combination therein.

At times when work is on bike paths, the Contractor shall provide one ground crew member to stay with all of the equipment which may be blocking and/ or partially blocking the bike path.

C. Medians

Medians are located in the middle of thoroughfares and streets. If work along these sites requires traffic control the City of Scottsdale will arrange for it.

Work along medians may require arrow boards and flagging staff. Items such as arrow boards, coning, extra personal shall be provided by the Contractor.

When the City of Scottsdale provides barricading, the Contractor is responsible for assuring that their staff doesn't move the barricades and that if they are finished prior to the barricades being picked up, they call the phone number given to them for early pickup.

5. PALM TREE PRUNING SPECIFICATIONS

All pruning of palm trees, within the scope of this document shall be conducted in accordance with standard pruning practices as set forth in OSHA under, "Landscape and Horticulture Services," and ANSI 300 standards.

These palm trees are mature and have been pruned every season for a long period of time.

Trees must be pruned in accordance with specifications, and to the satisfaction of the Contract Administrator. If the Contract Administrator determines, trees are improperly pruned, Contractor will bear all cost for a second pruning.

It is the Contractor's responsibility to inspect each jobsite and become familiar with existing job conditions, which could be a factor in performance of the work. No adjustment in cost of service(s) will be offered upon award of a contract.

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

5. PALM TREE PRUNING SPECIFICATIONS – CONT'D

All palm trees shall be pruned via aerial truck and lift unless otherwise stated in writing. Each case is separate, if the Contractor feels that climbing is the only viable option they are welcome to put forth a written request to climb. The Contract Administrator will consult with Arborists employed by the City of Scottsdale and issue a final decision in writing.

Palm tree pruning shall not interfere with the day-to-day business of downtown business owners. This will require scheduling for off business hours, including night work, and/or weekends.

Pruning costs shall include up to three (3) feet of skinning per tree, with no expectation of extra charges. Palm trees requiring more than three (3) feet of skinning shall be negotiated with the Contractor and billed separately. These trees will be identified prior to Contract start in that particular area.

Lift equipment, tree chippers, chain saws, and any other power equipment shall only be operated while the crew Supervisor is on site. Supervisor on all crews must be certified as a Certified Arborist or Certified Tree Worker.

Any damage to turf, hardscapes, or irrigation systems resulting from ignoring this stipulation will be charged to the Contractor. This amount will be deducted from the invoice. If this happens, an email will be sent to the Contractor with the costs incurred. Your invoice shall reflect this deduction or it will be returned for the proper adjustment. This will delay payment.

SPECIAL CONSIDERATIONS:

Work done on California date palm trees due to second flower stalks will be pruned and paid separately as it occurs, normally in September – it will not be considered as "improper pruning". Rather, a second visit may be required to have these pruned again. The Contractor will be paid for a second visit at the Contract price.

Chaparral Island palms are pruned via climbing.

Scottsdale Stadium* requires a man lift to service the trees. It shall be the responsibility of the Contractor to provide a man lift and schedule the pruning with the Contract Administrator.

Scottsdale Civic Center Mall* and Loloma Artist School* both require work around large groups of people and will require off normal hours work to accomplish pruning. The schedule will be determined by the Contract Administrator and will be the most advantageous and appropriate for the city. Typical pruning schedule for Civic Center Mall* and the Downtown* Scottsdale palm trees have been at night and or weekends.

**All associated costs for providing services under the special consideration identified above shall be included as part of the bidder's pricing. Additional fees will not be considered.*

Scottsdale Civic Center Mall is a quality turf facility. Any rutting or damage done to irrigation due to negligence will be repaired or replaced at the expense of the Contractor. Rutting repair involves removing the rutted turf- backfill, and new sod installed, at the contractor's expense.

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

6. PALM TREE PRUNING SCHEDULE

During the award period the Contractor and the City of Scottsdale, Contract Administrator shall establish a schedule which will cover the Contract locations and pruning of the palm trees. Palm tree pruning is done per a set schedule which shall be adhered to. Contract work for palm tree pruning is scheduled to start and be completed between July 1st and August 20th, each summer. There are several palm trees pruned outside of these dates, which will be communicated to the successful contractor. During this period of time the Contractor shall be dedicated to palm tree pruning until the pruning has been accepted by the COS representative.

The balance of the trees will be pruned during work hours established in this contract unless modified by the Contract Administrator in writing.

The scheduling will involve night time – weekend – and odd hours until all of the work is done for the Downtown area, the Civic Center Mall area, Tennis courts, and major road medians.

Exceptions will be scheduled per occurrence and documented in writing. Extensions for any reason require prior approval by the City of Scottsdale Contract Administrator. Time lost due to an inadequate work force, or failure of the Contractor to properly supply or place orders for equipment or materials will not be justification for extensions of time.

All pruning and skinning sites shall be coordinated with the Contract Administrator. There will be NO EXCEPTIONS.

Palm trees located at Scottsdale Tennis Center, Chaparral Pool area, and Indian School Tennis Center shall be pruned the second week of May and the first week of September. The palm trees on Chaparral Island shall be scheduled for pruning whenever deemed necessary.

Starting with the first week in July the Contractor shall have two (2) fully staffed dedicated crews on City of Scottsdale property pruning palm trees until the work has been accepted. Actual crew size will be the responsibility of the Contractor to establish.

7. TREE PRUNING SPECIFICATIONS

Tree pruning standards described in "treesaregood.com" and tcia.com website shall be followed.

Not more than thirty percent (30%) of live fronds shall be removed in one growing season.

Live healthy fronds, initiating at an angle of 45 degrees or greater shall not be removed. All fronds shall be severed close to the petiole base without damaging living trunk tissue.

Hangers (fronds which fall over after the Contractor has left the site) shall be pruned within five (5) days of e-mail notification from the Contract Administrator. Please note, if hangers occur on trees which require an aerial truck, climbing will not be allowed to retrieve a hanger. The decision on the designation "hanger" shall be the sole decision of the Contract Administrator for the City of Scottsdale.

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

7. TREE PRUNING SPECIFICATIONS – CONT'D

Contractor shall remove all fruiting bodies from the tree at the time they are pruned.

Running chain saws or chippers shall be allowed per site per instructions by the Contract Administrator.

8. INDIVIDUAL PROJECT BIDDING PROCEDURES - TREE PRUNING

NOTE: An actual "Tree Inventory List" is not available. Trees will be identified at the time of bidding individual projects.

For tree pruning projects, the following procedure will be followed:

As a project is identified, the selected Tree Pruning Contractors will be notified via E-mail, and provided with a detailed plan of what the City of Scottsdale wants to accomplish. Typically the contractors will be given five (5) to seven (7) business days to visit sites being considered. Written quote responses will be submitted to the Contract Administrator via scan and/ or fax. Contractor's shall use the prices quoted during the solicitation process (or established pricing thereafter, during the contract term), when bidding on individual projects. Projects will be awarded based on the lowest priced quote, unless other criteria is identified in the request for quote. 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.

Work shall be scheduled within seven days of issuance of a Purchase Order.

Under no conditions should work proceed without a Purchase Order issued via the City of Scottsdale Purchasing Department. COS will not be responsible for payment of services provided by the Contractor(s) without a Purchase Order.

All work shall proceed and finish per the schedule established in the bid request document. Failure to complete any project per schedule may result in a letter of non-compliance being issued unless the Contract Administrator or City contact waives it in writing stating the valid reasoning.

Time lost due to an inadequate work force, or failure of the Contractor to properly supply or place orders for equipment or materials will not be justification for extensions of time.

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

9. TREE REMOVALS

Periodically the Contract Administrator or a designee will send a request out for tree removal. Normally this will be for a single tree however sometimes it is for multiple trees. Removing a tree(s) shall entail COS staff marking the tree(s) within 12" of the ground with spray paint. A request for removal cost will be sent out to the Contractor. Due to the minimal size this typically is COS will rotate removal requests between the Contractors. Any large scale removals (over \$2,000.00 would follow same procedures as tree pruning). Once the quoted bid has been received and the appropriate Purchase Order issued the Contractor will contact the person designated by the Contract Administrator as their contact for that particular project. Once done the Contract Administrator will confirm with COS contact the removal went as requested. Normally removal of the tree includes stump grinding to 2" under grade and the area cleaned up and raked for a final grade. All debris from tree removals shall be removed from COS property the day of scheduled work. Access to the work area will be provided by the contact person for COS directed by the Contract Administrator.

10. CONTRACTOR RESPONSIBILITIES

Tree pruning standards described in "treesaregood.com" and "tcia.com" website shall be followed.

Much of this work will be taking place on heavily traveled streets and/ or around large groups of people. Contractor employees need to be trained and familiar with the Phoenix Barricade Manual.

Poor pruning practices shall not be tolerated. ALL dialog between your company and the City must be in writing.

Work deemed unprofessional by the Contract Administrator and/or City Arborist shall be based on sound industry Arbor standards. In this event a full written report will be created and hand delivered to the Contractor. This will result in nonpayment of services and may result in the Contractor paying for remediation to the satisfaction of the City.

Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree pruning operations on live trees unless waived in writing from the Contract Administrator and/ or City appointed Arborist.

Sidewalks, curbs, streets, and man-made structures shall always be protected from the impact of falling wood by use of the tree or limb ground supports. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

It is the sole responsibility of the Contractor, to provide all PPE (Personal Protective Equipment) for their employees. The Contractor shall guarantee that all PPE is used at all times by climbers, aerial truck operators, chipper operators, and ground crew. All PPE required for chainsaw and chipper safety shall be followed and will be strictly enforced.

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

10. CONTRACTOR RESPONSIBILITIES – CONT'D

This includes appropriate eye protection, and appropriate ear protection. All pruning sights shall be considered a hard hat area only, no one can work in a tree working zero without a functioning hardhat. [Bump hats are not acceptable head protection]. **This important aspect for safety for this contract will be strictly enforced at all times.**

The Contractor shall refrain from the practice of "free falling" the trees. All trees shall be limbed out prior to the final cutting of the trunk.

Signs shall be provided by the contractor with the statement, "TREE WORK AHEAD" placed 500 feet and 200 feet before work area set along the Rights of Way and clearly visible. These signs are typically tripod type signs and will be contingent on street and or size of project as to whether they are needed. This decision will be made in the bid request document.

Trailer mounted arrow boards or truck mounted arrow boards shall be required for use in medians and rights of way. It shall be the Contractor's responsibility to provide the trailer or truck mounted arrow board either as owned equipment or bearing all costs associated with the rental of equipment with no expectation of reimbursement.

The Contractor shall work with the Contract Administrator to arrange barricading in all areas where this is necessary. The City of Scottsdale is responsible for all barricading costs. The Contractor shall not move or otherwise interfere with barricades once they are in place. If the barricades are setup and the Contractor cancels service for any reason, the Contractor shall bear the cost for barricading on that day.

The Contractor shall provide the necessary crews made up of a combination of equipment and personnel to perform work as specified. Actual crew size will be the responsibility of the Contractor to establish, keeping in mind the minimum COS crew size requirements.

Contractor Supervisor, crews and equipment shall be dedicated to this Contract on the days and times scheduled without exception.

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

11. MINIMUM CREW SIZE

Each pruning request may call out staff required, however a minimum crew consists of one (1) Supervisor, one (1) certified tree worker or Certified Arborist, and two (2) support laborers. For smaller jobs with the permission of the City representative your crew can be any combination of this description. The Supervisor can be counted as one of the certified individuals and/ or crew member as long as the proper supervision is kept at all times.

Supervisor on all crews must be certified as a Certified Arborist or Certified Tree Worker.

Certified Tree Workers by their certification are qualified to climb trees or use aerial equipment.

Certified Arborist are not licensed nor qualified to climb trees, however, they may operate aerial equipment.

The Supervisor shall be required to stay with the maintenance crew and oversee all work from the time of arrival until departure. This individual will be the main contact person for the City and will be available whenever the company is doing work on City property.

At the request of the Contract Administrator the Company will change the Supervisor assigned to any particular project. This action will be precipitated by unacceptable communication skills, inability to return phone calls, E-mails, inability to work with a schedule, inability to work with 'City' staff, lack of knowledge in the field of arbor maintenance. The decision to do this will be solely at the discretion of the Parks & Grounds Management Contract Administrator and authorized by a Parks & Grounds Manager.

12. WORK HOURS

Working off hours, weekends, and possible holidays to avoid heavy pedestrian and or vehicular traffic may be required. In these cases a negotiated price as spelled out in the bid document will be established consistent with contract standards and COS policy.

The Contractor shall adhere to any time restrictions, travel restrictions, or others associated with each individual park, City owned building, median, or rights of way. Unless otherwise stipulated in writing work hours will be 7:00 a.m. through 4:00 p.m. During those months when sunrise is after 7:00 a.m. that time will be the earliest start time allowable.

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

13. RESPONSE TIME TO COMPLAINT

Contractor shall have 2 (two) hours to respond and properly clean their worksites if they have left the area or the city shall perform the work. If the City performs the work an email will be sent to the Contractor with the costs incurred. Your invoice shall reflect this deduction or it will be returned for the proper adjustment. This will delay payment.

The 2 (two) hour response time will start from the time the phone call is placed to the Contractor. Cellular phone or answering machine or service will be considered the same as speaking to your office or supervisor.

This includes any day you are on City of Scottsdale sites, including weekends.

14. ASSESSMENT OF WORK

The Contract Administrator will monitor the performance of the Contractor's employees. Performance will be measured against Contract specifications, through observation of Contractor's employees while performing Contract service, and by observing the site after services are completed, and reports from Contractor. Adherence to the requirements for supervision and equipment are critical. Deviating from contract requirements will not be tolerated.

Contractor will meet on-site or off-site, with the Contract Administrator, on a regular ongoing basis to ensure proper performance of the Contract.

15. COMMUNICATIONS AND AUTHORITY

The Contract Administrator for this Contract will be appointed by the Parks & Recreation Director. During the life of this Contract, multiple qualified supervisory staff from Parks & Recreation may be authorized to use this Contract.

Contractor's crew members must have conversational English fluency, capable of successfully communicating (verbally and in writing) with COS staff and the public as necessary. The Supervisor must also be able to communicate by cell phone and/or Email.

The Contractors shall maintain a local office in the greater Phoenix area. Company phone numbers, fax numbers, or cellular phones with the extensions '602', '480', and '623' are the only phone numbers accepted for this Contract. Long distance or toll free phone numbers will not be accepted. The preferred means of communication and the main form of communication for this Contract will be E-mail. This information shall be listed on the Bid Submittal Form "Bidder Questionnaire #2".

SPECIFICATIONS



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

16. SAFETY STANDARDS

"OSHA" under, "Landscape and Horticulture Services" and ANSI 300 shall refer to most current documentation for standards in all cases in this Contract.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the Contract Administrator or City representative. The Contractor is responsible to have vehicles moved during arboriculture work.

The Contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians. All safety cones shall meet Phoenix Barricade Manual.

Personal radios with headphones will not be permitted.

17. SITE CLEAN UP

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.

18. PROTECTION OF PROPERTY

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.

19. DAMAGE TO THE PROPERTY

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.

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

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

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.

20. PROTECTION OF OVERHEAD UTILITIES

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.

INVENTORY LISTING



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

INVENTORY LISTING

NOTE: An actual "Tree Inventory List" is not available. Trees will be identified at the time of bidding individual projects.

PALM TREE PRUNING LOCATIONS

<p align="center"><u>LOCATION DESCRIPTION</u> See: www.ScottsdaleAz.gov <u>for park locations</u></p>	<p align="center">ESTIMATED NUMBER OF TREES</p>	<p align="center">COMMENT</p>
<p>Vista Del Camino, 7700 E. Roosevelt McKellips Park Apache Park Papago Garfield Park</p>	<p>16- palms 15 palms 2 palms 1 palm</p>	<p>Aerial truck Papago palm- Climb</p>
<p>Eldorado Park, 2300 North Miller Road Pima Park Thomas Road Bike stop wash area (between Thomas Road and Murray Lane Paiute Center Paiute Park</p>	<p>90 palms 34 palms 29 palms 23 palms 6 palms</p>	<p>Total of 182 palm trees Access for Thomas Road and wash area via Golf Course Clubhouse PARK</p>
<p>Indian School Park, 4289 N. Hayden Road Camelback Park, between Camelback Road and Chaparral Road, both sides of Hayden Road.</p>	<p>29 palm trees (most around tennis center) 31 palms on the east side of Hayden 10 palms on the west side of Hayden</p>	<p>Total of 70 palm trees Tennis Center requires climbing PARK</p>
<p>Chaparral Park, 5400 N. Hayden Road Duck Island Pool area Agua Linda Park Chessnut Park</p>	<p>14 palms 13 palms 9 palms 16 palms 51 palms</p>	<p>Duck Island requires boat and pull line/ responsibility of Contractor @ overall cost of contract. No additional reimbursement offered. PARK</p>

INVENTORY LISTING – CONT'D



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

PALM TREE PRUNING LOCATIONS – CONT'D

<p><u>LOCATION DESCRIPTION</u> See: www.ScottsdaleAz.gov for park locations</p>	<p>ESTIMATED NUMBER OF TREES</p>	<p>COMMENT</p>
<p>Mustang Library 10101 N. 90 St.</p>	<p>3 palms</p>	<p>Aerial truck</p>
<p>Well Site SE Freeway 101 & Via Linda</p>	<p>8 palms</p>	<p>Aerial truck</p>
<p>Via Linda Advocacy Center 10225 E. Via Linda</p>	<p>7 palms</p>	<p>Aerial truck if necessary Locked facility</p>
<p>Hayden/ N. Of Cactus/E. Side to Sweet Water</p>	<p>31 palms</p>	<p>Aerial truck</p>
<p>Scottsdale Rd/E. Side/Becker-Mercer</p>	<p>9 palms</p>	<p>Aerial truck</p>
<p>Indian Bend Wash/ East & West sides</p>	<p>19 palms</p>	<p>Aerial truck</p>
<p>Scottsdale Rd/ Ranch Vista-Highland</p>	<p>4 palms</p>	<p>Aerial truck</p>
<p>7200 Rancho Vista (East of Scottsdale Rd.)</p>	<p>19 palms</p>	<p>Aerial truck</p>
<p>6650 E. Lafayette</p>	<p>1 palm</p>	<p>Aerial truck</p>
<p>Indian School/ S. Side/ E. Side of 60th St row</p>	<p>4 palms</p>	<p>Aerial truck</p>
<p>Pump Station/ 2939 N. 67 Place</p>	<p>6 palms</p>	<p>Aerial truck</p>
<p>Miller Rd/Camelback-Indian School</p>	<p>11 palms</p>	<p>Aerial truck</p>
<p>Camelback, Hayden-Miller</p>	<p>8 palms</p>	<p>Aerial truck</p>
<p>Earl @ Hayden</p>	<p>1 palm</p>	<p>Aerial truck</p>
<p>81st Way S. Of Thomas</p>	<p>4 palms</p>	<p>Aerial truck</p>
<p>82nd St. S. Of Thomas</p>	<p>4 palms</p>	<p>Aerial truck</p>
<p>83rd St. North of Thomas</p>	<p>5 palms</p>	<p>Aerial truck</p>
<p>81st Way @ Edgemont</p>	<p>3 palms</p>	<p>Aerial truck</p>

INVENTORY LISTING – CONT'D



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

PALM TREE PRUNING LOCATIONS – CONT'D

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<p align="center"><u>LOCATION DESCRIPTION</u> See: www.ScottsdaleAz.gov for park locations</p>	<p align="center">ESTIMATED NUMBER OF TREES</p>	<p align="center">COMMENT</p>
Northeast corner of Hayden and Palm Lane	1 palm	Aerial truck
Southeast corner of Scottsdale Rd. and Camelback	1 palm	Aerial truck
Northeast corner of Scottsdale Rd. and Camelback	6 palms	Aerial truck
McDowell, 70 th -Hayden	6 palms	Aerial truck
McKellips Rd/ E. Of Miller	1 palm	Aerial truck
7660 E. McKellips/ Mobile Estates	6 palms	Aerial truck
Old Corp Yard/S.E. Miller & McKellips	13 palms	Aerial Truck
Chaparral, Granite Reef – Pima	17 palms	Aerial Truck
Minnezona west of Granite Reef	3 palms	Aerial Truck
Mariposa west of Granite Reef	6 palms	Aerial Truck
Mercer and 73 rd St.	4 palms	Aerial Truck
S.W. corner, Cactus & Scottsdale	3 palms	Aerial Truck
6535 East Shea @ Well Site	1 palm	Aerial Truck
Scottsdale Rd., Jackrabbit to Rose	31 palms	Aerial Truck
Scottsdale Rd., Ranch Vista to Highland	4 palms	Aerial Truck
Scottsdale Rd., Roosevelt to McDowell Rd.	7 palms	Aerial Truck
Scottsdale Ranch Park	19 palms	Volleyball & Tennis

INVENTORY LISTING – CONT'D



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

PALM TREE PRUNING – DOWNTOWN LOCATIONS

SW Corner Brown & 4 th Ave 4 trees	SE Corner Brown & 4 th Ave 1 tree	NE Corner Brown & 4 th Ave 2 trees
NW Corner Brown & 4 th Ave 1 tree	NE Corner Winfield Scott & 3 rd Ave 3 trees	SE corner Winfield Scott & 4 th Ave 3 trees
SW Corner Winfield Scott & 4 th Ave 1 tree	NW corner Winfield Scott & 4 th Ave 3 trees	SW corner Winfield Scott & 5 th Ave 1 tree
NE corner Stetson & Drinkwater 5 trees	SE corner Stetson & Drinkwater 4 trees	Drinkwater median N. Of Indian School 6 trees
Scottsdale Rd. Drinkwater Triangle 1 tree	Stetson Drive E. Of Drinkwater 1 tree	NE corner Stetson Drive & Wells Fargo 2 trees
SW corner Stetson & Wells Fargo 1 tree	SE corner Stetson & Wells Fargo 1 tree	NW corner 6 th Ave & Wells Fargo 1 tree
NE corner 6 th Ave & Wells Fargo 4 trees	3 rd Ave Parking Structure W. Of Scottsdale Road N. & S. Side 14 trees	Marshall Way W. Side between Indian School Road & 5 th Ave 3 trees
4151 N. Marshall Way 3 trees	4237 Craftsman Court 5 trees	4238 Craftsman Court 'Behind Bldg' 2 trees
70 th Street, N. Of 5 th Ave East & West side 4 trees	5 th Ave, N. Of Marshall Way 6 trees	5 th Ave, E. Of Goldwater North side 4 trees
5 th Ave, E. Of Goldwater South side 12 trees	NW corner 5 th Ave & Goldwater 6 trees	SW corner 5 th Ave & Goldwater 6 trees
NE corner 5 th Ave & Goldwater 4 trees	6941 E. 5 th Ave 1 tree	Goldwater Boulevard 5 th Ave to Camelback Rd 4 trees

INVENTORY LISTING – CONT'D



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

PALM TREE PRUNING – DOWNTOWN LOCATIONS – CONT'D

Goldwater Boulevard Indian School – Scottsdale Rd 63 trees	Drinkwater Blvd Indian School to Osborn Rd 9 trees	3501 N. Scottsdale Rd North of Osborn 2 trees
SE Corner Scottsdale Rd & 2 nd St. 2 trees	NE Corner Scottsdale Rd & 1 st St 1 tree	SW Corner Scottsdale Rd & 1 st St 2 trees
NW Corner Scottsdale Rd & Main 1 tree	SW Corner Scottsdale Rd & Main 1 tree	SE Corner Scottsdale Rd & Main 1 tree
3831 N. Scottsdale Rd 1 tree	East Side, Scottsdale Rd n. Of Main Street 1 tree (may be removed)	West side, Scottsdale Rd South of Main 1 tree
West side, Scottsdale Rd 2 nd St – 4 th Street 3 trees	SE Corner Scottsdale Rd & 1 st Av 2 trees	NE Corner Scottsdale Rd & 1 st Av 1 tree
NE Corner Scottsdale Rd & 3 rd Av 2 trees	SW Corner Scottsdale Rd & Indian School 3 trees	Scottsdale Rd median North of Indian School 10 trees
NE Corner Scottsdale Rd & 4 th Ave 4 trees	SE Corner Scottsdale Rd & 4 th Ave 2 trees	SW Corner Scottsdale Rd & 5 th Ave 3 trees
NW Corner Scottsdale Rd & 5 th Ave 3 trees	SW Corner Scottsdale Rd & Stetson 5 trees	NE Corner Main St & Goldwater Blvd 4 trees
Main Street between Goldwater & Marshall Way 21 trees	NW corner Main Street & Marshall Way 4 trees	SW Corner Main Street & Marshall Way 4 trees
NE Corner Scottsdale Rd & 3 rd Av 2 trees	SW Corner Scottsdale Rd & Indian School 3 trees	Scottsdale Rd median North of Indian School 10 trees
NE Corner Main Street & Marshall Way 4 trees	SE Corner Main Street & Marshall Way 4 trees	Main Street between Marshall Way & Scottsdale Rd 19 trees

INVENTORY LISTING – CONT'D



TREE & PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

PALM TREE PRUNING – DOWNTOWN LOCATIONS – CONT'D

NW Corner 1 st Street & Brown Ave 2 trees	SE Corner 1 st Street & Brown Ave 3 trees	NE Corner 1 st Street & Brown Ave 1 tree
1 st Street, between Brown Ave & Scottsdale Rd 2 trees	Brown Ave between 1 st Street & Main Street 3 trees	West Side of 1 st Ave & Brown 1 tree
NE corner 1 st Ave & Brown Ave 1 tree		6 TH street/ Chambers (Cul-de- sac) east of Miller, south of 2 nd street 1 tree

SUBMITTAL CHECKLIST



TREE AND PALM TREE PRUNING AND REMOVAL SERVICES

IFB # 13PB046

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

- Submittal Letter** – The information provided in the submittal letter shall address the requirements listed in the "General Contractor Requirements". Information will be reviewed to determine if your bid is responsive to the minimum contractor qualifications.
- Offer/Acceptance Document** – Complete Offer portion of the document, signed in ink.
- Reference List** – Fully completed Reference List.
- Subcontractor's List** – Fully completed Subcontractor' List.
- General Disclosure Form** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form** - Fully completed Litigation Disclosure Form, signed in ink.
- Bidder Questionnaire Form #1 / COMPANY INFORMATION** – Fully completed Bidder Questionnaire Form.
- Bidder Questionnaire Form #2 / EQUIPMENT LIST** – Provide the minimum equipment required for this solicitation, as well as any other equipment to be used under the contract.
- Bid Pricing Form(s)** – Fully completed Solicitation Bid Form(s)
 - Bid Evaluation Summary
 - Lot 1 / Palm Tree Pruning Pricing
 - Lot 2 / Tree Pruning & Emergency Services Pricing
- Bid Copies** – Identify and submit one (1) unbound ORIGINAL and one (1) COPY of the Bidder's response

**BID FORM SAMPLE
(Tree Pruning Requests) (Not Palm Trees)**



TREE AND PALM TREE PRUNING AND REMOVAL SERVICES
IFB # 13PB046

BID FORM - TREE PRUNING REQUESTS (NOT PALM TREES)

DATE: _____
 PROJECT NAME: _____
 DATE EMAIL SENT: _____

ALL bids sent TO C.A.
 xxxxxxxx@scottsdaleaz.gov or
 FAX- 480-312-xxxx
 Note time due dates

COS Contact Person Office/ Cellular/ Fax

Bid Due Date:

DESCRIPTION:

Detailed description of work requested

(This is not an order for service)

Contractor Name	General description of tree work to be bid. If more detail is needed an additional Page 2 will be part of this document. All aspects of general contract apply (Box expands as text added)	
ARBOR	Contractor Lump Sum Price	\$
ARBOR	Contractor Lump Sum Price	\$
ARBOR	Contractor Lump Sum Price	\$

ROSTER, SUPERVISOR UNDERLINED:

>

 Name of Individual Submitting
 (Please Print)

 Bid Date

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SOMERSET LANDSCAPE MAINTENANCE, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).