



PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: 128529 Title: LANDSCAPE MAINTENANCE

DUE IN AND OPENS: MAY 15, 2014 AT OR BEFORE 2:30 P.M. LOCAL ARIZONA TIME (MST)

Submit Proposal to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Proposal Conference: MAY 6, 2014 1:30 P.M. LOCAL ARIZONA TIME (MST)

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Pima County with landscaping maintenance, per specifications, at various sites for the Facilities Management Department. Pima County has an estimated budget of \$351,000.00 per year for this service. Living Wage and SBE will apply, per specifications called for herein.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the Due In and Opens Date and Time to assure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals shall be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction.

Proposals may not be withdrawn for ninety (90) days after opening except as allowed by Pima County Procurement Code.

The following licenses are required:

State of Arizona Commercial Landscape License A-21 or L-26
Office of Pest Management (OPM) Licenses,
Class E weed control and Class F turf and ornamental

Bonds are not required.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Hazel D. Houston. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due In and Opens Date and Time* may not be answered.

Fax: (520) 791-6507 email: hazel.houston@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Hazel D. Houston
Commodity/Contracts Officer

Publish: The Territorial: April 28, 29, 30 & May 1, 2014

INSTRUCTIONS TO OFFERORS**1. PREPARATION OF RESPONSES**

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the offeror's sole risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified Manufacturer and offeror documentation, including and not limited to the following shall be provided by the successful offeror not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

INSTRUCTIONS TO OFFERORS (continued)

4. OFFERORS MINIMUM QUALIFICATIONS

In order for proposals to be evaluated and considered for award, proposals must be deemed **Responsive and Responsible**. To be deemed **“Responsive”**, the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed **“Responsible”**, offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Offeror shall certify that they possess the minimum qualifications contained in **Exhibit B: Minimum Qualifications Verification Form (1 Page)**. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror’s proposal to be rejected as **Non-Responsive and/or Non-Responsible**.

5. EVALUATION AND AWARD CRITERIA

Pima County shall evaluate proposals deemed **Responsive and Responsible**. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
A. Cost (“Total Price Offered”)	30 points
B. References	20 points
C. Experience	20 points
D. Implementation Plan	15 points
E. Personnel Training	<u>15 points</u>
Total	100 points

The evaluation criteria will be used by the evaluation panel when scoring the offeror’s answers to the questions contained in **Exhibit C: Questionnaire (1 Page)**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives along with required supporting materials should be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

Evaluation Criteria

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

A. Cost (0 to 30 points)

Offerors shall propose one firm, fixed, fully-loaded or unit price per service category. The firm, fixed, fully-loaded rate shall include all direct cost, indirect cost, overhead and profit margin, as well as subcontractor’s total costs if appropriate. Offers shall provide cost to perform all services as outlined in Appendix A.

SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE (Professional Services Excluded)

Any contract funded in any amount with federal funds is not eligible for this preference.

For those proposals whose cost does not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the Total Price Proposed amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, Total Price Proposed or as negotiated. **To be eligible for the price preference, SBE firms must include with their proposal documents a copy of their current SBE certificate document** which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701.

Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: <http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program>

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-3021 or (520) 724-8465** for assistance or further information.

INSTRUCTIONS TO OFFERORS (continued)**COST POINTS CALCULATION**

Points for the cost will be calculated by the Procurement Department based on the Total Price Proposed (TPP) using the following formula: Lowest Total Price Proposed Amount (LTPP) will receive the maximum quantity of points. Other proposals will be allocated points using the following formula: $(LTPP / \text{Other TPP}) \times \text{Maximum Points} = \text{Score}$

B. References (0 to 20 points)

Offers shall provide a list of no less than five (5) of your largest local customers. Offeror shall provide **Exhibit D: Reference Form** to their clients and their clients shall fax the reference forms directly to the Pima County Procurement Department no later than the Due In and Opens Date and Time in the form. Offeror must verify that at least five (5) clients submit the form on offeror's behalf. References received after the Due In and Opens Date and Time will not count toward the required number of references. Failure to provide the required number of references may be cause for the offeror's proposal to be rejected as ***Non-Responsive***.

Points for the references will be based on the offeror's work for its clients receiving similar services to this solicitation.

C. Company Experience (0 to 20 points)

Offerors should include in their proposals documentation describing the extent of their experience and expertise for work related to landscape maintenance.

Offerors should include in their proposals sample of work performed from previous clients.

Points for the company experience will be based on documented successful experience on similar projects and engagements. Offerors should provide information pertaining to your company's experience providing commercial landscaping for government agencies such as Municipalities, Universities, Law Enforcement Facilities and/or Hospitals of similar size and population.

D. Implementation Plan (0 to 15 points)

Offerors should provide a comprehensive implementation plan to include all equipment, personnel, scheduling for providing monthly and emergency services. The plan for emergency services should stress additional capabilities for different emergencies. A milestone chart including tasks to be performed, the time frame and proposed staff member designated for the completion of each task should be submitted with the proposal.

Points for the project plan will be based on the quality and thoroughness of the project plan.

E. Personnel Experience and Training (0 to 15 points)

Offeror shall provide information describing the training their employees have received. Offeror shall include what ongoing training programs are available and/or required for their employees. Provide list of certifications or licenses held by personnel.

Offerors should provide basic resumes of all proposed key personnel who will be performing services under the contract. Experience narratives shall describe the specific relevant experience in relation to the work to be performed in this contract as well as their certifications or other professional credentials that clearly show how they meet and/or exceed the minimum requirements set forth in this solicitation.

Offerors shall include in their proposal copies of appropriate professional certifications for key personnel.

Points for Personnel Experience and Training will be based on each staff member's experience as it relates to their role and the needs of this contract.

[Optional] Oral Presentation

The Commodity/Contracts Officer will notify finalists of the date, time and location of the oral presentations. The presentation will include the demonstration of any function, product or system capability included in the proposal. Points for the oral presentation will be based on presenter's knowledge, effectiveness of communication, experience with similar contracts and the quality of the responses to questions during the presentation.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the one Offeror that submitted the highest scoring responsive and responsible offer by executing and transmitting a master agreement, blanket contract or purchase order

INSTRUCTIONS TO OFFERORS (continued)

document that incorporates the Offer without further action by the Offeror. The County may conduct discussions with the Offeror to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

6. SUBMISSION OF OFFERS

Offerors are to complete, execute and submit **one original (paper) and four paper copies** of the required documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

- A. **Exhibit A: Offer Agreement**, complete and provide the requested information which may include and not be limited to Item Unit Price(s), Tax, Addenda and Acknowledgement information and Execute/Sign the offer agreement form. Incomplete or Unsigned documents will be deemed non-responsive.
- B. **Exhibit B: Minimum Qualifications Verification Form**, fully completed as requested, including the required documentation.
- C. **Exhibit C: Questionnaire**, fully completed as requested, including all requested documentation.
- D. **Exhibit D: Reference Form**, This form is to be provided by offeror to their current clients, and the clients shall complete the form and fax it directly to the County prior to the Due In and Opens Date and Time. Offeror must verify that at least 3 current clients submit the form on offeror's behalf. Failure to meet this requirement may cause submittal to be deemed non-responsive.

The proposal shall be bound and indexed in the order as indicated above with the exception of Appendix B: Pricing Pages and Exhibit D: Reference documents. Appendix B: Pricing Pages shall be placed in a separate sealed envelope within the sealed Proposal being submitted and Exhibit D: Reference forms shall be submitted by the selected Reference Firms. Please do not use 3-ring hard cover binders.

Proposals must be received and time stamped at the specified location at or before the Due Date/Time as defined by the *Request for Proposals*. Unless specified requested (References) Facsimiles will not be accepted. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Due Date/Time.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due Date/ Time specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected as *non-responsive* and not evaluated.

7. BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

8. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful offeror by issue of a blanket contract, purchase order or contract. The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by

INSTRUCTIONS TO OFFERORS (continued)

revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

"The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website"

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submittor agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

END OF INSTRUCTIONS TO OFFERORS
(Revised September 26, 2012)

PIMA COUNTY STANDARD TERMS AND CONDITIONS (04/25/13)**1. OPENING:**

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY. In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The

rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the blanket contract, purchase order or contract. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold

COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same

extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS
(April 25, 2013)

EXHIBIT A: OFFER AGREEMENT (Page 1 of 4)**1. INTENT:**

This document is intended to establish an indefinite delivery/indefinite quantity offer agreement to provide Pima County ("County") with such quantities of Landscape Maintenance as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. It is the intent of Pima County to award one contract for all services at the various sites. The County has an estimated annual budget of \$351,000.00 for this project. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement. Authorization to utilize the Master Agreement shall be approved by the Facilities Management Department.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by this *Exhibit A: Offer Agreement* and the solicitation documents including *solicitation addenda, Instructions to Offerors, and Standard Terms and Conditions* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. AGREEMENT TERM, RENEWALS & REVISIONS:

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension/renewal/revisions to the contract shall be made through the issuance by County to Contractor of a revised Blanket Contract or Purchase Order document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

All goods and services shall conform to the Instructions to Offerors, and Standard Terms and Conditions as modified or added to by the **Appendix A: Scope of Services for Exhibit A Offer Agreement 128529 (12 Pages)**.

4. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) may be accepted and executed by the County by issue of a Master Agreement, Direct Order or Discrete Purchase Order and effective on the document's date of issue without further action by either party. Master Agreement, Direct Order or Purchase Order documents will document the term of the agreement.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Purchase Order documents. Order documents will be furnished to Offeror via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Offeror within five workdays of the date the verbal order is given.

Offeror is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Offeror agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a Pima County Purchase Order.

5. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

6. COMPENSATION & PAYMENT:

Offeror shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document. All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description and precise unit price defined by the

EXHIBIT A: OFFER AGREEMENT (Page 2 of 4)

County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Offeror unprocessed for correction. Payment terms are net 30 from the date of valid invoice document and shall not commence until Offeror's Invoice is received and verified by County Financial Operations.

The Blanket Contract or Purchase Order issued to accept Offeror's offer will define the not to exceed amount of the agreement. Offeror shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Offeror.

All pricing shall be *FOB Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty & Adjustment. Offeror shall give Pima County benefit of any price reduction before actual time of shipment. Offeror agrees that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities. It is the intention of both parties that pricing shall remain firm during the term of the agreement. County shall only consider price increases in conjunction with a renewal of the agreement. In the event that economic conditions are such that unit price increases are desired by the Offeror upon renewal of the agreement, Offeror shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the agreement. It is agreed that the Unit Prices shall include compensation for the Offeror to implement and actively conduct cost and price control activities, and in its request for price increases Offeror shall cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Offeror has taken to control and reduce costs. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to extend the agreement.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. Pima County shall not be responsible for Offeror inventory or order commitment.

Unit Prices offered shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Offerors, Standard Terms and Conditions* and Exhibit A: Offer Agreement. No payments will be made for items not included in the agreement.

Vendor shall provide their monthly rates in column four and multiply the rate by twelve and place that amount in the extended amount column. The information below the "12" is a note for the minimum times a month a site must be maintained. The extended amount is the yearly amount for that site.

EXAMPLE:

ITEM #	SERVICE CLASSIFICATION	MONTHS/YR (TIMES/MONTH)	MONTHLY RATES \$	EXTENDED AMOUNT \$
6.1	Sheriff's Administration	12 2 times/month	\$45.00	\$540.00

SEE APPENDIX B: PRICING PAGES 128529 LANDSCAPE MAINTENANCE (4 PAGES)

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Standard payment terms for the pricing defined by this agreement are Net 30 days after submittal of valid invoice document to County Finance and receipt of goods into payment system by the receiving Department. Pima County Administrative Procedure No. 22-35, section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due.

Standard Early Payment Discount Percent: _____% if payment tendered within _____ Days as above

EXHIBIT A: OFFER AGREEMENT (Page 3 of 4)

If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

7. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

Various Sites throughout Pima County

Offeror guarantees delivery of product or service **in less than two (2) calendar days after receipt of order**. If required to satisfy the guaranteed delivery interval Offeror will utilize premium freight method at no additional cost to the County.

8. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or proposal preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

9. OTHER DOCUMENTS

Offeror and County in entering into this agreement have relied upon information provided in the Pima County Solicitation No.128529 including the Request For Proposals, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Offeror's Proposal and on other information and documents submitted by the Offeror in its response to Solicitation No. 128529. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

10. INSURANCE:

Offeror shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Offeror shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County. All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the COUNTY of cancellation, non-renewal or material change.

11. PERFORMANCE BOND:

No Bond Required.

12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Offeror acknowledges that the following solicitation addenda has been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

EXHIBIT A: OFFER AGREEMENT (Page 4 of 4)

14. PROPOSAL/OFFER CERTIFICATION:

OFFEROR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT EMAIL ADDRESS: _____

E-MAIL ADDRESS TO WHICH ORDERS CAN BE TRANSMITTED: _____

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: _____

CITY, STATE, ZIP: _____

By signing and submitting these bid offer and Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes but may not be limited to the Standard Terms & Conditions, and this Offer Agreement. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated.

Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate, a binding contract is formed that shall require the Offeror to provide the services described in this solicitation. The resulting contract incorporates by reference all requirements set forth by the solicitation, solicitation instructions, Pima County standard terms and conditions, and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

MAILING ADDRESS

PHONE AND E-MAIL: _____

END OF EXHIBIT A: OFFER AGREEMENT

APPENDIX A: SCOPE OF SERVICES FOR EXHIBIT A OFFER AGREEMENT 128529 LANDSCAPE MAINTENANCE
(12 PAGES)

1.0 SCOPE OF WORK:

Furnish all supervision, labor, material, equipment, tools, chemicals, and transportation required to maintain the landscape in an attractive and healthy condition throughout the year as specified herein. *Monthly scheduled* landscape maintenance shall be performed as called for in this Scope of Services and Exhibit A pricing table, work to be done Monday through Friday excluding County holidays. Weekend and Holiday work can be arranged if necessary but should be the exception.

Provide all SDS (formerly MSDS) sheets to Pima County Contract Coordinator for chemicals used at County sites. All chemicals used on RWRD (Wastewater) Treatment Facilities require the vendor to submit the SDS to RWRD landscaping coordinator for approval prior to application.

2.0 TECHNICAL SPECIFICATIONS:

2.1 TREE AND SHRUB CARE:

Tree and shrub pruning up to eight (8) feet in height shall be contractor's responsibility under this contract and will be performed as part of the normal monthly maintenance. Pruning over this height will be considered additional services and will be bid and invoiced at the rates offered in Appendix B pricing table. All trees and shrubs shall be maintained in a healthy, growing condition by performing all necessary operations, including the following:

- 2.1.1 Maintain a large enough water basin around plants so that enough water can be applied to establish moisture throughout the major root zone. In rainy season, open basins to allow surface draining away from the root crown where excess water may accumulate.
- 2.1.2 Once early in Spring, and once late in Spring, or as determined by Facilities management fertilize established plants with soluble nitrate fertilizer. ALL FERTILIZATION ACTIVITIES ARE TO BE REPORTED TO PIMA COUNTY FACILITIES MANAGEMENT IN WRITING AND EITHER ATTACHED TO, OR NOTED ON, THE MONTHLY INVOICE WHEN SUCH ACTIVITIES ARE COMPLETED.
- 2.1.3 Maintain insect and disease control with a legally approved chemical, and applied by certified landscape applicators (as approved by the State of Arizona Structure Pest Control Board).
- 2.1.4 Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing from the 18 to 48 inches and radial orientation so as not to overlay one another; to eliminate diseased or damaged growth; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with root and move deep foliage.
- 2.1.5 Under no circumstances will the stripping of lower branches (a raising up of young trees be permitted. Lower branches shall be retained in a tipped back or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be stub cut at the trunk only after the tree is able to stand erect without staking or other support.
- 2.1.6 Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be completed during the dormant season. All palm trees under 8 ft will be trimmed as needed only after flowering in June. All parking lots will have branches removed that interfere with the parking of vehicles.
- 2.1.7 All pruning cuts shall be made to lateral branches, stub cut at the trunk or at a lateral branch.
- 2.1.8 Staking and guying: When trees attain a trunk caliper of four inches (4:) diameter, consider removal of existing stakes and guys. If unstable at this time, replacement should be recommended to the County in writing with specific suggestions. Stakes shall be angled and set deep enough. Guy wires shall be 1/8" diameter cable with turn buckle type tightener, with rubber protection where cable attached to tree. All stakes shall be positioned in a tri-pod pattern for larger trunks and a two-pod for younger trees, placed approximately 3 feet (but not limited to) from trunk. Stakes and guy wires on existing trees are not billable items.

- 2.1.9 Pruning of Shrubs are the same as for trees. Shrubs shall not be clipped into balled or boxed forms unless it is required by the design.
- 2.1.10 Tree(s)/Shrub(s) in a state of decline shall be brought to the attention of the County immediately, and a bid proposal presented for their replacement.
- 2.1.11 Pick up all leaves and trash in landscape area street, parking lot, or driveway.
- 2.1.12 Tree removal will include hauling away all tree material, grinding of stump below grade, and treating stump to prohibit future growth. Prices are those quoted in Appendix B, trees larger than 30 ft tall will be an open bid.
- 2.1.13 Tree trimming above 8 ft including palm tree trimming will be bid by the man hour according to the price established in Appendix B. Price should include cost of all equipment and services (lift, special tools, disposal, etc.).

2.2 GROUND COVER:

- 2.2.1 At all sites, including at closed enclosures and open terrain, weeds shall be controlled with pre-emergent herbicides (see Section 3.4) or removed manually. Pre-emergent herbicide is not a billable item except at sites not listed on monthly maintenance contract.
- 2.2.2 Apply four (4) pounds of nitrogen per 1,000 square feet in two or four applications during the first year of a new growth or if ground cover is nitrogen starved (Facilities Management shall exercise this determination if Contractor should fail to ascertain nitrogen starved conditions). One application should be in early spring when growth begins. Reduce to three (3) pounds nitrogen in following years or as needed to maintain vigorous growth and good color.
- 2.2.3 Water enough that moisture penetrates throughout the root zone, and only as frequently as necessary to maintain healthy growth. A cleared circle of 18" to 24" in diameter should be maintained at base of trees to reduce competition for nutrients by ground cover.
- 2.2.4 Edge ground cover to keep in bounds and off walkways and sidewalks, and trim top growth as necessary to achieve overall even appearance. Approximately every; two (2) years, mow Ivy. Hypercium and Vinca shall be trimmed to four (4) inches above ground level in order to renew growth and improve density and attractiveness.
- 2.2.5 Control insects and diseases as necessary, using legally approved chemicals. Keep shrubs, bushes, hedges or other plants clear of spider webs and any other insects that can hinder healthy growth.
- 2.2.6 Ground cover in a state of decline shall be brought to the attention of the County immediately, in writing. Failure of Contractor to document such decline to the County, with subsequent death of ground cover will hold contractor responsible for the replacement of ground cover to a size and condition and variety acceptable to County.

2.3 LAWNS

- 2.3.1 Upright grasses such as Bluegrass and Ryegrass shall be mowed to a minimum height of two inches in warm weather and one and one-half inches (1 ½") during the rainy season. Other grasses such as Bermuda grass, shall be mowed to a height of one and one-half (1 ½"). Mowing shall be done at least every seven days during Spring and Fall seasons and as needed for other seasons. Lawn edges shall be trimmed at least twice monthly or as needed for a neat appearance. Grass clippings from mowing shall NOT be caught and removed unless they are too unsightly for the particular location, or are lying in swaths which might damage the lawn.
- 2.3.2 Lawns shall be watered at such frequency as weather conditions require, to replenish soil moisture below root zone. Watering shall always be done at night if the irrigation system is electronically controlled; otherwise supply water in the early morning. Normally, a total of two inches of water are needed weekly in hot weather, but not all at one time. Where possible, water runoff across pavements and onto gutters shall be avoided. ADJUST WATERING SCHEDULE SEASONALLY AND REPORT TO THE COUNTY IN WRITING.

- 2.3.3 Contractor shall hand clip or power weed around sprinkler heads to allow for proper watering. Lawn edging shall be performed at each site visit at the edges of sidewalks, walkways, paving block, or landscape separators (concrete curbing, brick, bender board, etc. that separates lawn from other landscape growth or granite).
- 2.3.4 Lawns shall be fertilized at no additional cost to the County with a total of four (4) to six (6) pounds of actual nitrogen per 1,000 square feet of area each year. The number of applications will be dependent on the type of nitrogen used; e.g. one to two applications of a slow release fertilizer and four to six applications for readily soluble fertilizers such as ammonium nitrate (33-0-), calcium nitrate (15-0-0), or ammonium sulfate (21-0-0). Vendor must provide a yearly fertilization plan. **REPORT ALL FERTILIZATION ACTIVITIES TO THE COUNTY IN WRITING WHEN SUCH ACTIVITIES ARE COMPLETED.**
- 2.3.5 Lawns shall be kept full. Where sparse, Contractor shall maintain by seeding, fertilization, and watering. The exception to this is where grass is unable to grow, such as shaded areas. The County shall reserve the right to determine this condition. Seasonal lawns should be kept full April to October or until dormant period begins.
- 2.3.6 If needed, control broadleaf weeds with legally approved selective herbicides. In areas where weed has infested the lawn, apply a selective post emergent herbicide as soon as possible. Contractor shall be responsible for the removal of weeds from all types of lawns.
- 2.3.7 Overseeding of lawns is to be included in winter (perennial rye) and as needed at other times.

2.4 WEED CONTROL

- 2.4.1 The Contractor shall be responsible for weed control at all sites assigned to them. This will include the chemical treatment of, AND the physical removal of all weeds located in and around the site. Weed growth shall be monitored by the contractor on each of their scheduled site visits and appropriate action taken. Weeds shall be defined as: a plant that is not valued where it is growing and is usually of aggressive growth; one that tends to overgrow or choke out more desirable plants. (Examples are, but not limited to: grass that is overgrown in and around a small shrub is considered a weed. Nut grass, foxtail, spurge or dandelion growing in granite areas or grass areas are considered weeds.)

2.5 IRRIGATION SYSTEMS

- 2.5.1 Contractor is required to manually cycle all sprinkler/irrigation systems at least once a quarter using the clock at each site (see Appendix A for sites of greater frequency). This shall ensure the system is operational, and leaks have been taken care of. This shall also require a perimeter walk of the site, checking sprinkler heads, emitters, and bubblers. All heads are to be adjusted for unimpeded coverage. Contractor shall be given keyed access to control boxes.
- 2.5.2 A few sites may utilize manual valves for the irrigation system. The Contractor may be asked to submit a cost to convert the system to automatic. This shall require an additional delivery order.
- 2.5.3 If, upon manual cycle of irrigation system using the control box (see Section 2.7.12), it is noticed that repairs must be made, Contractor shall proceed to make repairs if costs do not exceed \$100.00 (documented on separate invoice, monthly). Should estimated costs exceed this amount, Contractor shall notify Facilities Management with an estimate for repairs. All Repairs exceeding this amount will require authorization in writing from County.
- 2.5.4 Irrigation repairs are to be billed monthly on a separate invoice to include documentation showing parts and actual labor. Parts costs are not to exceed 10% of wholesale cost to vendor. Vendor to provide list of wholesale irrigation part costs at outset of contract.

2.6 WORK NOT INCLUDED:

- 2.6.1 Repairs or replacement of losses/damages beyond Vendor's control.
- 2.6.2 New Planting or other special services, except with Facilities Management approval.

2.7 WEEKLY ROUTINE WORK:

- 2.7.1 Maintain grass to approximately ½ inches in height.
- 2.7.2 Trim around planters, sprinkler heads, trees, and along sidewalks.

- 2.7.3 Vacuum or sweep sidewalks, pick up trash and debris from landscaped areas including parking lots adjacent to landscaped islands.
- 2.7.4 Hand water as required. This includes, but is not limited to manual hand watering if an irrigation system should be down for repairs and/or renovation, or if there is not any in-ground system.
- 2.7.5 Remove all clippings and debris from County property. All clippings to be hauled away by Contractor and not deposited into County trash containers.
- 2.7.6 Police areas around buildings, entryways, outside benches and furniture (if applicable) for trash.
- 2.7.7 Rake granite to an even pattern.
- 2.7.8 Trim all ground cover and small shrubs, remove trash from inside plants and shrubs.
- 2.7.9 Trim all tree branches and trunks from the ground level to a maximum eight (8) feet. Exceptions to this are young trees that are under (10) feet tall. Also, trees overhanging walkways, which should be trimmed from ground level to a minimum of seven (7) feet in height. Trim all trees away from building so that branches/leaves are not touching or hanging on roof, walls, cars in parking spaces.
- 2.7.10 Remove weeds as needed (see Section 2.4).
- 2.7.11 Pickup cigarette butts located in and around planters and landscape areas.
- 2.7.12 Manually cycle sprinkler system controller through all phases at least once a month (refer to 2.5).

2.8 SEASONAL ROUTINE WORK:

- 2.8.1 Application of legally approved weed control and weed killer, fertilizer and summer grass seed; seeding for winter grass.
- 2.8.2 Treat granite areas with pre-emergent chemical and blue dye in early spring to control new growth. **SUBMIT SCHEDULES TO COUNTY IN WRITING, AT LEAST TWO WEEKS PRIOR TO TREATMENT, AND REPORT IN WRITING WHEN SUCH ACTIVITIES ARE COMPLETED.**
- 2.8.3 Maintain reasonable control for insect and disease with legally approved chemicals.

2.9 NON-ROUTINE PROJECT WORK:

- 2.9.1 All non-routine project work will be done at the direction of the Facilities Management Department. Contractor shall be called upon to estimate and perform various types of non-routine work such as, but not limited to: removing fallen/dead trees; major/minor repairs to sprinkler systems; spreading granite, rip rap or fill dirt; planting lawns, trees, shrubs, decorative plants. This will require issuance of a Delivery Order from the Facilities Management Department allowing the Contractor to proceed with the non-routine project work at a pre-established labor rate as outlined in Appendix B , PRICING TABLE. Contractor shall not proceed with non-project work (except in emergency situation) without a Delivery Order. A detailed itemization for any supplies, equipment, or parts used is required.
- 2.9.2 In most cases new plantings will be provided by Pima County Natural Resources, Parks and Recreation. The vendor will be responsible for retrieving new plantings from the Native Plant Nursery at 3500 W River Rd and planting them following County direction.

2.10 SPECIAL REQUIREMENTS:

- 2.10.1 The Sheriff's Shooting Range at 10001 S. Rita Road, the Sheriff's training facility at 1270 W Silverlake Rd., the Wilmot Branch Library at 530 N. Wilmot, the Martha Cooper Library at 1377 N. Catalina and the Sheriff's Rincon Substation at 8999 E. Tanque Verde Road require winter rye grass planting and care.
- 2.10.2 All Sheriff and Waste Water facilities require that all workers at their sites pass a background check. Anyone with a prior conviction is generally not suitable for work at these sites.

Each person working at these sites will need to fill out the Sheriff's PC Adult Detention Center Cleared Corrections Visitation (CCV) Request form, submit it and receive confirmation prior to working at a Sheriff or Wastewater site (marked with * on Exhibit A).

2.10.3 Requirements for Wastewater Reclamation Facilities

1. All Wastewater sites keep weeds back from building and equipment, outside and inside of fence line. Washes must be kept free of growth and debris. Proper protective gear must be worn at all times while on site.
2. Vendor's employees are required to sign in with the Regional Wastewater Reclamation Department Plant Site Administration Office and report to the Pima County employee designated as the Point of Contact. At Sub-regional facilities they must sign in with the operator in charge. Vendor must wear an ID pass at all times while on plant site, and return ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office.
3. Upon leaving the plant site the vendor's employees must check out with the Pima County designated Point of Contact and leave a copy of work ticket(s).
4. Vendor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, safety boots, safety vest, eye protection and hearing protection.
5. Vendor vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window no smaller than 8.5 inches by 11 inches will be acceptable.
6. All Vendor personnel shall be designated by an easily identifiable company shirt or badge worn at all times personnel is on-site.
7. Vendor is to leave a clean work site once the inspection or repair work is completed. Any chemical or fluid spills are to be immediately reported to County Employee designated as the Point of Contact. All debris shall be disposed of by the vendor at the vendor's expense. All materials, tools, equipment, etc., shall be removed or safely stored.
8. Pima County is not responsible for theft or damage to vendor's property.
9. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.
10. Vendor must provide all their own equipment and/or tools to perform the necessary services at no additional cost to Pima County.
11. Vendor must comply with Pima County lock-out/tag-out procedures at all times.
12. Vendor shall be responsible for the safety of their employees at all times.
13. RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or a passport.

3.0 CONTRACTOR REQUIREMENTS:

3.1 LICENSES AND PERMITS

The Contractor shall comply with all requirements for licenses and permits as governed by the State of Arizona. Contractor must have at the time of bid submission, and maintain throughout the term of the Contract, a State of Arizona Commercial Landscape License A-21 or L-26 and Office of Pest Management (OPM) Licenses, Class E weed control and Class F turf and ornamental. Contractor shall pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State and Local laws, ordinances and regulations which may, in any manner, affect the fulfillment of this contract and shall comply with same. **A copy of each permit/license listed above must accompany bid package. Contractor's licenses must be registered to the Contractor, and sub-contracting for the purpose of applying chemicals using another vendor is not allowed.**

- 3.1.1 Contractor's employees who will be assigned the task of landscape chemical applications are required to be certified and Contractor must submit copies of these certifications at the post award conference and update them every six (6) months.

3.2 EMERGENCY SERVICE REQUESTS

Emergency requests, either during or after business hours, shall be responded to on-site within three (3) hours of Contractor receiving said requests. This may include, but is not limited to: Sprinkler line breakage or related water problems; felled trees; storm debris/damage; or safety related landscape matters. Contractor must call back within two hours of the originating call. The telephone number must be free of charge for County use.

3.3 DAMAGE TO COUNTY FACILITIES OR PROPERTY

The Contractor shall carry on the operation in such a manner that does not damage County property. The Contractor shall be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees, or subcontractors. Contractor shall be responsible for any damages incurred to the facility's, underground sprinkler systems, trees, bushes,

shrubs and/or any other permanent type fixture, resulting from his negligent use of the premises to fulfill the contract terms and conditions.

In the event damage occurs to Pima County property, or an adjacent property f\by reason of any landscape operations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the Contractor.

3.4 REPEAT WORK

All costs for repeat work, or repairs due to failure of specific work or repairs, will be the responsibility of the Contractor

3.5 SAFE WORK PRACTICES

The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and Local municipalities' ordinances and regulations. Fertilizers and chemicals shall be transported in containers, which will ensure proper protection to the job site. Contractor shall take steps to prevent abnormal dust conditions.

3.6 CONTRACTOR'S EQUIPMENT

All equipment and PPE (Personal Protective Equipment) used by Contractor to perform the specifications herein shall be in good working condition and shall also conform to the required safety standards. Pima County reserves the right to request the replacement of defective or unsafe equipment.

3.7 REQUIRED SUBMITTALS:

The Contractor shall submit with the bid:

- 3.7.1 Chemical Hygiene and Safety Plan, documented proof of compliance with OSHA mandated employee training; a demonstrated written history of compliance with all aspects of OSHA's Hazard Communication Standard. The Contractor shall be required to demonstrate the expertise, knowledge, and capability to appropriately manage situations involving hazardous chemicals. **COPIES OF EMPLOYEE TRIANING REGARDING PROPER CHEMICAL HANDLING SHALL BE SUBMITTED**, and be updated on the anniversary contract date.
- 3.7.2 Plan of Quality Assurance. This should include the philosophy and methodology Contractor plans to use to ensure quality service is performed.
- 3.7.3 Copies of all licenses

AFTER AWARD OF BID, THE CONTRACTOR SHALL SUBMIT:

- 3.7.4 Records of employee training in the use of all landscape equipment. This shall also be updated on the anniversary contract date.
- 3.7.5 List of ornamental landscape training the Contractor's employees have received. This shall be updated on the anniversary contract date.
- 3.8 TIME AND MANNER OF WORK
All work shall be performed during the daylight hours, Monday through Friday, except emergencies or special work orders. **ALL WORK MUST BE DONE AT A TIME AND IN A MANNER THAT WILL NOT INTERFERE WITH THE NORMAL ACTIVITIES OF THE FACILITY.** The Contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants.
- 3.9 WORK SCHEDULE:
At the post award conference the Contractor shall provide a proposed work schedule to accomplish the services pursuant to this contract. This schedule shall be set on an annual calendar identifying the task and the frequency of work. This schedule shall be subject to Facilities Management Department approval. Thereafter, changes in this schedule must be submitted in writing to the Facilities Management Department Contract Administrator for approval prior to implementation.

The Contractor shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor. All scheduled work not completed during the week schedule shall cause the Contractor to be deducted monies on a pro-rated amount of the weekly services (See Section 4.19).

Due to the nature of unforeseen wind/rain/dust storms which cause much debris to be strewn about a site, the Contractor may be notified by the County to immediately perform emergency services to clean-up said debris including the removal of fallen trees. The request for this emergency service shall be billed to the County, and will require a Delivery Order though that Delivery Order may be issued at a later date in order not to delay the response time.

There will be no additional cost to the County if the work is done on the Contractor's scheduled service day unless there are fallen trees that would require chain saws and a debris trailer, this being considered an additional service.

3.10 CLEAN-UP AND DEBRIS REMOVAL

Upon completion of the work, the Contractor is responsible for removing all debris, materials, and equipment associated with the work performed. Debris is not to be placed into County trash containers or stockpiled on County property.

3.11 CONTRACTOR CONSULTATION

The Contractor shall be required to provide free of charge, training, consultation and expertise to the County to ensure the proper maintenance of all County landscapes and assist in the efficiency of the overall program.

3.12 EMPLOYEE IDENTIFICATION

At the County's option, County may require security screening of all employees performing work at any County site. Currently the County does require security screening for any Contractor working at Sheriff or Waste Water sites. Employees working at these sites must complete and submit the PC Adult Detention Center Cleared Corrections Visitation (CCV) Request (see 2.10.2)

The Contractor must furnish the County a current employee register upon the issuance of the contract and update it every six (6) months thereafter. This register must contain the employee's Name, Social Security Number, Phone Number, and Address and indicate at what sites they would be working and indicate whether they are CCV certified or not.

ALL CONTRACTOR EMPLOYEES SHALL HAVE, AT ALL TIMES WHILE ON COUNTY PROPERTY, PICTURE IDENTIFICATION IN THEIR POSSESTION AND MUST WEAR A COMPANY UNIFORM (SHIRT or VEST AND HAT) WITH THE COMPANY NAME OR LOGO.

3.13 ACCESS TO PIMA COUNTY FACILITIES

No one except authorized employees of the Contractor are allowed on the premises of Pima County facilities. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of the Contractor to meet this requirement will result in permanent removal of the employee from County buildings.

3.14 EXPERIENCED, RESPONSIBLE EMPLOYEES

The Contractor agrees to use only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of Pima County.

Contractor shall furnish personnel who are trained and qualified to perform to the specifications of the contract.

3.15 RESOURCES: EQUIPMENT, SUPPLIES AND PERSONNEL

All equipment, PPE and supplies furnished by the Contractor are Subject to prior approval by the County. The Contractor shall provide sufficient equipment, supplies, and personnel to complete the work within the designated time frames. For example, if the schedule indicates that a site is to be serviced on the third Thursday of the month, the work should be completed on that day and not extended to subsequent days because of a lack of resources. Failure to fully complete a landscape services per the schedule will be considered a failure to perform (See #39 of PC Standard Terms and Conditions). Contractor shall have sufficient tools and supplies on hand to complete the work as required.

3.16 INSPECTIONS AND CONTRACT MONITORING

Each site shall be inspected by a Facilities Management Department Representative at a minimum of once per month. The Representative shall inspect the site to ensure contract requirements are being met. An

inspection report shall be filled out by Facilities Management, indicating the site has been inspected and is found to be acceptable or unacceptable. If unacceptable, the Contractor shall be notified as to what deficiencies exist and be given two days to correct the work. Considerations shall be given to the Contractor for the time-line after Contractor has visited the site. The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance.

No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. In the event the service performed is unsatisfactory, or is not in accordance with the specifications, the Contractor shall, upon notification by the County, cause the facility to be serviced, remedying all discrepancies within 48 hours (two days) after notification, without additional cost to the County. The Department reserves the right to complete the work to its satisfaction and deduct the cost from monies due the Contractor if the work is not corrected within the allotted time frame.

The County shall, at its option, monitor the Contractor's employee performance on a random and unannounced basis, to verify the proficiency of the Contractor's staff by:

- Observation
- Audit of Performance
- Asking questions

Additionally, the Contractor's representative will meet with County representatives once every 6 months during the term of the contract to review landscape performance.

4.0 GENERAL SPECIFICATIONS:

4.1 ADDITIONS/DELETIONS OF SERVICE AND/OR SITES:

The County reserves the right to add and/or delete services and/or sites to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Contractor and the County but would be understood to be in line with average per sq ft costs of similar facilities already on Appendix B pricing table.

4.2 ADEQUACY OF RECORDS:

If the Contractor's Books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the contractor shall reimburse Pima County for the services not so adequately supported and documented.

4.3 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the contractor, in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Pima County.

4.4 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, The County may offset from any money due to the Contractor any amounts Contractor owes to the County for Damages resulting from breach or deficiencies in performance under this contract.

4.5 TRANSITION:

At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, the CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

SITES

Line#	Building Name	Address	Frequency of Service
1	Abrams Health Center	3950 S country Club	Once a month
2	Animal Control Center	4000 N Silverbell	Once a month
3	Catalina Community Services	3535 E Hawser St	Every other week
4	East Health Clinic	6920 E Broadway	Once a month
5	Theresa Lee Health Center	332 W Freeway	Once a month
6	Walter Rogers Health Clinic	175 W Irvington Rd	Once a month
7	WIC Romero Rd	4500 Old Romero Rd	Once a month
8	Arivaca Library	5th St, Arivaca	Once a quarter
9	Columbus Library	4350 E 22nd St	Once a month
10	Flowing Wells Library	1730 W Wetmore	Once a month
11	Green Valley Library	601 N La Cañada Dr	Once a week
12	Marana Library	13370 N Lon Adams	Once a month
13	Martha Cooper Library	1377 N. Catalina	Once a week
14	Martha Cooper Library lawn	1377 N Catalina	Once a week
15	Mission Library	3770 S Mission Rd	Once a month
16	Nanini Library & Sheriff	7300 N Shannon Rd	Twice monthly
17	Quincy Douglas Annex	951 E 35th St	Once a month
18	Valencia Library	202 W Valencia Rd	Once a month
19	Valencia Library, lawn May-Oct	202 W Valencia Rd	Once a week seasonal
20	Wheeler Taft Abbett Library	7800 N Schisler	Once a month
21	Wilmot Library	530 N Wilmot	Once a week
22	Woods Library	3455 1st Ave	Once a month
23*	Childrens Advocacy Center	2329 E Ajo Way	Once a month
24	COB Records Facility	1640 E Benson Hwy	Once a month
25	El Banco Building	801 W Congress	Once a month
26	Elections building	6550 S Country Club	Twice monthly
27*	PECOC bldg	3434 E 22nd St	Once a week
28	Public Services Building (new site)	220 N Stone	Once a week
29*	Green Valley Govt Ctr	601 N La Cañada Dr	Once a week
30*	HIDTA	6868 S Plumer	Every other week
31*	Main Jail	1270 W Silverlake Rd	Every other week
32*	Mission Minimum Security	1801 S Mission Rd	Every other week
33*	Sheriff Administration	1750 E Benson Hwy	Every other week
34*	Sheriff Annex	1650 E Benson Hwy	Every other week
35*	Sheriff Materials Management	1505 E Apache Pl	Once a month
36*	Sheriff Picture Rocks	6265 Sandario	Once a month
37*	Sheriff Property & Evidence, Mantis	1600 E Benson Hwy	Once a month
38*	Sheriff Rincon Station	8999 E Tanque Verde Rd	Once a week
39*	Sheriff Rincon Station lawn	8999 E Tanque Verde Rd	Once a week
40*	Sheriff Robles Junction	16140 W. Ajo Way	Once a month
41*	Sheriff San Xavier Station	2545 E Ajo Way	Every other week
42*	Sheriff Shooting Range K9 lawn	10001 S Rita Rd	Once a week
43*	Sheriff Shooting Range lawn	10001 S Rita Rd	Once a week

Line#	Building Name	Address	Frequency of Service
44*	Sheriff Shooting Range -must be early Fri	10001 S Rita Rd	Once a week
45*	Sheriff Training Center	1270 W Silverlake Rd	Every other week
46*	Arivaca Wastwater Pond	28601 old Nogales Hwy	Once a month
47*	Avra Valley WRF	10000 Snyder Hill Rd	Once a week
48*	Corona de Tucson WRF	100 W Sahurita Rd, Vail	Once a week
49*	Fairgrounds WW Pond	11300 s Houghton Rd	Once a week
50*	Green Valley WRF	2201 N Nogales Hwy	Once a week
51*	Tres Rios WRF	7101 N Casa Grande Hwy	Once a week
52*	Mt Lemmon WRF	12633 Sabino Canyon Parkway	Once a month
53*	Sub-Regional Facilities	4527 W Walker Rd	Once a week
54*	Randolph Park WRF	3805 E 22nd St	Once a week
55*	Roger Rd Wastewater	2600 Sweetwater Rd	Once a quarter
56*	Roger Rd Wastewater - April-Nov	2600 Sweetwater Rd	Once a week
57*	RP Lift Station	902 S Warren	Once a week
58*	WESC (new site)	2955 W Calle Agua Nueva	Every other week

SITE SERVICE 1	SITE SERVICE 2	SITE SERVICE 3	SITE SERVICE 4
Desert Scape with trees. Trim bushes, trees, pickup trash, rake gravel, inspect irrigation	Lawn Service, mow and trim lawn weekly during growing season, as needed other times. Seed lawn for winter, summer growth, fertilize and treat soil as needed.	Mixture of desert plants and exotics with larger trees, requires some additional care besides trim bushes, trees, pickup trash, rake gravel, inspect irrigation	Waste Water Ponds, drainage areas, desert terrain, remove weeds with limited use of chemicals near basins, keep areas tidy, limited landscaping if any, trim trees as requested.

Line	Site	Day of Service	Srvc	Additional Information
1	Abrams Health Center	Third Friday	1	Large parking lot with much debris, irrigation system requires monthly flushing cleaning of screens, Morgue not included
2	Animal Control Center	2nd Monday	1	Open terrain around site needs cleanup occasionally
3	Catalina Community Services	Tuesday	1	Growth along fenceline needs to be kept under control, no irrigation system
4	East Health Clinic	3rd Thursday	1	Courtyard, south and west of building, very few plantings
5	Theresa Lee Health Center	2nd Tuesday	1	Manual irrigation in front planters
6	Walter Rogers Health Clinic	1st Tuesday	1	Includes land south of site
7	WIC Romero Rd	2nd Tuesday	1	
8	Arivaca Library	As scheduled	3	heavy growth natural grasses, trees, bushes, irrigation system old.
9	Columbus Library	4th Tuesday	1	Includes parking lot islands and parking lot cleanup, three palm trees
10	Flowing Wells Library	2nd Monday	1	Trash abundant on site, extends to roundabout
11	Green Valley Library	Monday	1	Occasional cleanup in surrounding desert terrain
12	Marana Library	1st Tuesday	3	Large berms around building need weeding, herbicide, no functioning irrigation system
13	Martha Cooper Library	Monday	1	Includes park west of building

Line	Site	Day of Service	Srvc	Additional Information
14	Martha Cooper Library lawn	Monday	2	lawn is heavily trafficked,
15	Mission Library	4th Tuesday	1	Older irrigation system
16	Nanini Library & Sheriff	2nd, 4th Monday	1	Lots of parking islands
17	Quincy Douglas Annex	third Monday	1	residents live on site, please clean city curbside also
18	Valencia Library	3rd Tuesday	3	Oleanders to North regular trimming both sides of fence, interior courtyard has vine, palm seedlings problem
19	Valencia Library, lawn May-Oct	Tuesday	2	lawn is heavily trafficked, drainage poor, west end of lawn abandoned
20	Wheeler Taft Abbett Library	4th Monday	1	Lots of parking islands, soccer park maintained by city, javelinas eat plantings, interior courtyard NW
21	Wilmot Library	Thursday	2	Large lawn in courtyard must stay green year round, property extends to hospital parking lot
22	Woods Library	3rd Thursday	1	Raised beds with plantings, many islands in parking areas, irrigation system old, interior courtyard at NW
23*	Childrens Advocacy Center	First Friday	1	Includes empty lot west of building, fenceline to North, secure building
24	COB Records Facility	3rd Tuesday	1	4 ft firebreak must be maintained, driveway to Benson Hwy is part of site
25	El Banco Building	2nd Monday	1	Landscape recently renovated
26	Elections building	1st and third Tuesday	3	Large trees, monsoon floods south parking lot with debris
27*	PECOC bldg	Friday	1	Large landscape area, interior courtyard, restricted access, smart irrigation system
28	Public Services Building (new site)	n/a	1	Under development - plans to follow Feb 2014
29*	Green Valley Govt Ctr	Monday	1	Surrounding desert terrain need to pick up trash
30*	HIDTA	Friday	3	Parking lot south of building keep clean, small triangle on backside, wash not included, employees need clearance
31*	Main Jail	Tuesday	1	Must work in secured areas
32*	Mission Minimum Security	Tuesday	1	Must work in secured areas
33*	Sheriff Administration	Friday	1	
34*	Sheriff Annex	Friday	1	
35*	Sheriff Materials Management	3rd Tuesday	1	
36*	Sheriff Picture Rocks	3rd Thursday	1	
37*	Sheriff Property & Evidence, Mantis	3rd Tuesday	1	Trees at Mantis Yd must stay trimmed for parking, limit growth inside and outside of fence
38*	Sheriff Rincon Station	Wednesday	3	13 mature trees
39*	Sheriff Rincon Station lawn	Wednesday	2	Year round lawn care
40*	Sheriff Robles Junction	4th Wed	1	
41*	Sheriff San Xavier Station	Friday	1	

Line	Site	Day of Service	Srvc	Additional Information
42*	Sheriff Shooting Range K9 lawn	Friday	2	lawn is heavily trafficked, year round care
43*	Sheriff Shooting Range lawn	Friday	2	lawn is heavily trafficked, year round care
44*	Sheriff Shooting Range -must be early Fri	Friday	1	Extensive property, oleander separates ranges
45*	Sheriff Training Center	Tuesday	1,2	Recent lawn addition with irrigation, must avoid work during training classes
46*	Arivaca Wastwater Pond	4th Tuesday	4	
47*	Avra Valley WRF	Wednesday	4	
48*	Corona de Tucson WRF	Friday	4	
49*	Fairgrounds WW Pond	Friday	4	
50*	Green Valley WRF	Thursday	4	Includes driveway to Highway
51*	Tres Rios WRF	Thursday	4,1	Very large site with multiple ponds and washes, twice a year pre-emergent spraying, post emergent as necessary
52*	Mt Lemmon WRF	4th Wednesday	3	Forrested area, keep trees off of buildings
53*	Sub-Regional Facilities	Thursday	1	Flower pots out front included
54*	Randolph Park WRF	Wednesday	3	abutts park, restricted access
55*	Roger Rd Wastewater	As scheduled	4,1	Treat with preemergent Nov, Dec, post emergent June, July
56*	Roger Rd Wastewater - April-Nov	Monday	2	Seasonal lawn care, bermuda grass, no overseeding required, two weeks in April, Nov.
57*	RP Lift Station	Wednesday	1	Mostly parking area
58*	WESC (new site)	n/a	1	Driveway to frontage rd must be kept weed free

Line	Additional Services
59	Landscape Laborer
60	Irrigation Repair Specialist
61	Supervision of workcrew
62	Chemical weed control
63	Tree Removal - Large 16-30 ft
64	Tree Removal - Medium 8-15 ft
65	Tree Removal - Small less than 8 ft
66	Tree Trimming above 8 ft all services
67	Palm Tree Trimming all services
68	Treatment of Olive Trees reduce fruit
69	Debris disposal charges (not trees)

END OF APPENDIX A: SCOPE OF SERVICES FOR EXHIBIT A OFFER AGREEMENT 128529 LANDSCAPE MAINTENANCE

EXHIBIT B: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

OFFEROR'S NAME: _____

Offeror certifies that they possess the following minimum qualifications and shall submit with the sealed proposal the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror's proposal to be rejected as **Non-Responsive**.

1. Appropriate state, municipal licenses
2. Minimum of five (5) years local experience with office within Pima County
3. Experience of operation in similar type and comparable size facilities
4. Experience & expertise of Key Personnel in similar type & comparable size facilities
5. No bankruptcy filings for company in last five years

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	MQ of the offeror's company	Yes/No	
2	MQ of the proposed personnel.	Yes/No	
3	License, certification, accreditation, etc.	Yes/No	

SIGNATURE: _____ DATE: _____

 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

END OF EXHIBIT B: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

EXHIBIT C: QUESTIONNAIRE (1 PAGE)

OFFEROR'S NAME: _____

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria unless otherwise indicated.

A. Cost (0 to 30 points)

Will be evaluated and scored by the Procurement Department.

B. References (0 to 20 points)

A minimum of five (5) references shall be submitted per the instructions in the proposal.

C. Experience (0 to 20 points)

1. How many years have current management and your company been providing landscape services locally and for what government or municipal agencies?
2. What is the number of employees you currently have & what is your average turnover with employees.
3. Who are key personnel and how will they enhance your services to County

D. Implementation Plan (0 to 15 points)

1. Provide comprehensive implementation plan in written format describing steps to be taken to expand services and meet County needs. Include estimated new hires required and other staffing adjustments and equipment purchases as well as equipment on hand.
2. Emergency services require 3 hour response, sometimes at multiple sites and usually involve special equipment for tree removal. Explain how this will be accomplished. Include any use of subcontractors and their capacity, capability.

E. Personnel Training (0 to 15 points)

1. Provide a list of training modules/descriptions you use for training your employees.
2. Please provide list of employees and the level of training they have including certifications or licenses held.
3. Documented proof of OSHA mandated employee training for chemicals and safety.

[Optional] Oral Presentation

The Commodity/Contracts Officer will notify finalists of the date, time and location of the oral presentations. The presentation will include the demonstration of any function, product or system capability included in the proposal. Points for the oral presentation will be based on presenter's knowledge, effectiveness of communication, experience with similar contracts and the quality of the responses to questions during the presentation.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

END OF EXHIBIT C: QUESTIONNAIRE

EXHIBIT D: REFERENCE FORM (TWO PAGES)

PLEASE COMPLETE EACH AND EVERY SECTION.

Name of Vendor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

- Does Vendor currently provide your organization with (description of service), and at least for (minimum required years)?

Yes Service was provided from _____ to _____
 (MO/YR) (MO/YR)

No

- Please briefly describe the scope of service and dollar value of the contract with Vendor:

- Did Vendor meet all contract requirements satisfactorily: Yes No

- How satisfied are you with the quality and accuracy of information provided by Vendor?

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Vendor:	0	1	2	3	4
Comments: _____					
2. Understanding of contractual requirements:	0	1	2	3	4
Comments: _____					
3. Timeliness and completing projects on time and within budget:	0	1	2	3	4
Comments: _____					
4. Vendor knowledge of _____ services:	0	1	2	3	4
Comments: _____					
5. Vendor's record keeping and billing accuracy	0	1	2	3	4
Comments: _____					

EXHIBIT D: REFERENCE FORM (continued)

Name of Vendor for whom reference is given: _____

PLEASE RATE THE FOLLOWING ITEMS (circle one):

		<i>Below</i>		<i>Above</i>	
	<i>Unsatisfactory</i>	<i>Average</i>	<i>Average</i>	<i>Average</i>	<i>Exceptional</i>
6. Vendor's responsiveness and success at addressing problems that arise:	0	1	2	3	4

Comments: _____

7. Competence of professional services staff.	0	1	2	3	4
---	---	---	---	---	---

Comments: _____

8. Overall satisfaction with Vendor.	0	1	2	3	4
--------------------------------------	---	---	---	---	---

Comments: _____

9. What are their strengths as a _____ service provider?

10. What are their drawbacks as a _____ service provider?

Any other information that you would like to share about the Vendor:

Your Signature: _____

Please fax this form by May 15, 2014 no later than 1:00 PM MST to:

Hazel D. Houston
Commodity/Contracts Officer
Pima County Procurement Department
Fax: (520) 791-6507
Tel: (520) 724- 8168

Vendor may contact you if Reference Form due-in schedule has been revised by subsequent solicitation addendum. The published revised due-In schedule will supersede above schedule.

Thank you for your time. Your cooperation is sincerely appreciated.

END OF EXHIBIT D

APPENDIX B: PRICING PAGES 128529 LANDSCAPE MAINTENANCE (4 PAGES)**UNIT PRICES**

All unit prices **shall** be filled in. Failure to do so **shall** be cause for rejection as non-responsive.

ITEM #	SERVICE CLASSIFICATION	MONTHS/YR (TIMES/MONTH)	MONTHLY RATES \$	EXTENDED AMOUNT \$
1	Abrams Health Center	12		\$
2	Animal Control Center	12		\$
3	Catalina Community Services	12		\$
4	East Health Clinic	12		\$
5	Theresa Lee Health Center	12		\$
6	Walter Rogers Health Clinic	12		\$
7	WIC Romero Rd	12		\$
8	Arivaca Library	12		\$
9	Columbus Library	12		\$
10	Flowing Wells Library	12		\$
11	Green Valley Library	12		\$
12	Marana Library	12		\$
13	Martha Cooper Library	12		\$
14	Martha Cooper Library lawn	12		\$
15	Mission Library	12		\$
16	Nanini Library & Sheriff	12		\$
17	Quincy Douglas Annex	12		\$
18	Valencia Library	12		\$
19	Valencia Library, lawn May-Oct	12		\$
20	Wheeler Taft Abbett Library	12		\$
21	Wilmot Library	12		\$
22	Woods Library	12		\$
23*	Childrens Advocacy Center	12		\$

APPENDIX B: PRICING PAGES 128529 LANDSCAPE MAINTENANCE (4 PAGES)

ITEM #	SERVICE CLASSIFICATION	MONTHS/YR (TIMES/MONTH)	MONTHLY RATES \$	EXTENDED AMOUNT \$
24	COB Records Facility	12		\$
25	El Banco Building	12		\$
26	Elections building	12		\$
27*	PECOC bldg	12		\$
28	Public Services Building (new site)	12		\$
29*	Green Valley Govt Ctr	12		\$
30*	HIDTA	12		\$
31*	Main Jail	12		\$
32*	Mission Minimum Security	12		\$
33*	Sheriff Administration	12		\$
34*	Sheriff Annex	12		\$
35*	Sheriff Materials Management	12		\$
36*	Sheriff Picture Rocks	12		\$
37*	Sheriff Property & Evidence, Mantis	12		\$
38*	Sheriff Rincon Station	12		\$
39*	Sheriff Rincon Station lawn	12		\$
40*	Sheriff Robles Junction	12		\$
41*	Sheriff San Xavier Station	12		\$
42*	Sheriff Shooting Range K9 lawn	12		\$
43*	Sheriff Shooting Range lawn	12		\$
44*	Sheriff Shooting Range -must be early Fri	12		\$
45*	Sheriff Training Center	12		\$
46*	Arivaca Wastwater Pond	12		\$
47*	Avra Valley WRF	12		\$

APPENDIX B: PRICING PAGES 128529 LANDSCAPE MAINTENANCE (4 PAGES)

ITEM #	SERVICE CLASSIFICATION	MONTHS/YR (TIMES/MONTH)	MONTHLY RATES \$	EXTENDED AMOUNT \$
48*	Corona de Tucson WRF	12		\$
49*	Fairgrounds WW Pond	12		\$
50*	Green Valley WRF	12		\$
51*	Tres Rios WRF	12		\$
52*	Mt Lemmon WRF	12		\$
53*	Sub-Regional Facilities	12		\$
54*	Randolph Park WRF	12		\$
55*	Roger Rd Wastewater	12		\$
56*	Roger Rd Wastewater - April-Nov	12		\$
57*	RP Lift Station	12		\$
58*	WESC (new site)	12		\$
55*	Roger Rd Wastewater	12		\$
56*	Roger Rd Wastewater - April-Nov	12		\$
57*	RP Lift Station	12		\$
58*	WESC (new site)	12		\$
	FOB Destination/Unloaded; Cost of freight should be included in unit price.	Total Price Proposed		\$
	Although taxes will be paid IF applicable do NOT include sales tax in unit price.			

ITEM #	DESCRIPTION	PRICING
	Landscape Labor	Price Per Hour: \$
	Irrigation/Sprinkler Maintenance and Repair	Price Per Hour: \$
	Weed Control for Facilities not listed	Price Per Square foot: \$
	Storm Damage/Tree Removal	Per inch, average Diameter at the flare with clean-up: \$/hr
	Large Tree \$	
	Medium Tree \$	
	Small Tree \$	
		Per inch, average diameter at the flare without clean-up: \$/hr

APPENDIX B: PRICING PAGES MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE OTHER DOCUMENTS