

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY
Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

2.0 TERMS AND CONDITIONS

2.1 SUBMITTAL OF PROPOSALS

Five complete sets of the proposal package shall be submitted and marked “Original,” and shall include the name of Proposer, with each set being designated one of five, two of five, three of ...” All responses shall incorporate by reference the Scope/Specifications, Terms and Conditions, General Instructions and Conditions, and any attachments.

2.2 PREPARATION OF PROPOSAL PACKAGE

The Proposal shall be segmented into two parts, a technical proposal (envelope #1) and a price proposal (envelope #2).

The technical proposal package shall include the following: Addendum, if any, Specifications (Information requested in Sections One and Two), and Proposal Surety (See Section 2.11).

The price proposal shall consist of the completed price worksheet attached to the RFP (Section Five) and the Offer Sheet (Section Four).

2.3 EVALUATION CRITERIA

The criteria is listed with the weighted rating value:

2.3.1 Compliance with Specifications – 15%

The Technical Proposal (envelope #1) shall include Contractor’s understanding of the project, a description of how they propose to accomplish the work and of the procedures for implementation and start up. The plan of action should include a full summary of the proposed maintenance plan, performance levels, frequency of tasks, work schedules, Supervisor’s inspections and quality control.

2.3.2 Experience of Firm and Each Main Team Member – 15%

The Technical Proposal (envelope #1) shall include description of the firm’s experience in providing similar services and other agencies. List recent experience of three (3) similar contracts completed by the firm. Include descriptions of the contract scope, original and actual schedule for each basic service, and details of any change orders. Include a description of each main team member(s) duties and level of responsibility.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

2.3.3 References – 10%

The Technical Proposal (envelope #1) shall provide three letters of references from companies or government entities for whom Contractor has provided similar service for in the past twenty-four months. Client name, address, phone number, contact person, length of service and brief description of scope of service and dollar amount of contract shall be provided. Contractors shall qualify themselves by giving evidence of currently performing acceptable work of the scope described by this RFP. References should provide a clear representation of the types of properties maintained.

2.3.4 Capabilities – 15%

The Technical Proposal (envelope #1) shall describe Contractor's experience related to government and/or commercial contracts for landscape maintenance, detailing tasks such as turf care, pruning, irrigation repair, trash removal, etc. and shall demonstrate that qualified personnel will be performing all aspects of the maintenance contract. Include length of experience the firm has had in performing this type of work and list pertinent staff by name, job title, experience and length of service with firm. Provide staffing levels (number of personnel to perform work specifically on this contract). Identify all appropriate licenses held and by whom. List and describe equipment (type and quantity) to be used to perform the work tasks. List 24 hour phone number. Contractors shall have had a minimum of five (5) years experience in providing landscape maintenance with a minimum of \$0.2 million (\$200,000) in annual billings.

2.3.5 Location – 5%

The Technical Proposal (envelope #1) shall include the location of the main office and location of where services will be performed.

2.3.6 Cost of Service – Annual Price – 35%; Extra Work Rates – 5%

The Price Proposal (envelope #2) shall include the annual cost for each location on the Price Proposal. Proposals shall indicate hourly rates for all classes of Extra Work on the Price Proposal.

2.4 EVALUATION PANEL

Proposals will be evaluated by a selection committee. Upon approval by the Town Council, a single contract award shall be made on the basis of demonstrated competence and qualifications. Proposer shall not exclusively meet, converse or communicate with any individual evaluation panel member regarding any aspect of the RFP.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY
Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

2.5 PRICE

All prices quoted shall be firm and fixed for the term of the contract.

2.6 TERM OF AGREEMENT

The term of this Contract shall be one year beginning upon the first day of the month following approval by the Town Council.

2.7 OPTION TO EXTEND

TOWN may extend this Contract for four (4) more one (1) year periods, upon the recommendation of the Contract Administrator and Public Works Director and with the concurrence of the Contractor. Contractor shall be notified in writing by the Public Works Director of TOWN's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

2.8 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers shall attend the mandatory pre-proposal conference referenced in this RFP on page one of this RFP. A tour of facilities with town staff can be arranged at this meeting. Proposals received from firms not in attendance at the pre-proposal conference will be declared by the Town as non-responsive and immediately returned unopened.

2.9 SITE INSPECTION

Proposers should visit the site and become familiar with any conditions which may affect performance and proposal prices. Submission of a proposal will be prima facie evidence that the Proposer did, in fact, make a site inspection and is aware of all conditions affecting performance and proposal prices.

2.10 PROPOSAL AND PERFORMANCE SURETY REQUIREMENTS

The proposal and performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

PROPOSAL GUARANTEE

Each price proposal must be accompanied by a guarantee, in the form of a bond, money order or certified or cashier's check, in the amount of *10%* percent of the amount of the proposal. A proposal received without the guarantee will be considered non-responsive and will be rejected. The proposal guarantee shall insure that the successful Proposer will enter into the contract if awarded to the Proposer. Each Proposer will submit a Certificate of Insurance, Payment Bond and Performance Bond if required. The proposal guarantee shall be declared liquidated damages if the successful Proposer fails or refuses to enter into the contract and submit any required Certificate of Insurance, Payment and Performance Bond within ten (10) days from the notice of award.

Within 30 days after this Contract is awarded to the successful Proposer, the proposal guarantee shall be returned to all Proposers except the successful one. The surety shall be returned to the successful Proposer upon execution of the contract. If a bond is submitted, it shall be written on the form provided by TOWN as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

PERFORMANCE SURETY

The successful Proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 100% of the contract amount guaranteeing the faithful performance of the contract by the Proposer.

At the time of approval of any additional work by Change Order, the Contractor may be required to provide an additional amount of performance surety as deemed appropriate by the Contract Administrator or designee.

If a bond is submitted, it shall be written on the form provided by TOWN as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

2.11 INSURANCE

Without limiting any of their liabilities or obligations hereunder, the CONTRACTOR, at its own expense and prior to commencing with Work, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise authorized by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN. Failure to maintain insurance as specified herein for the term of the Contract may result in termination of this Contract at TOWN's option.

The Contractor's insurance shall be primary insurance as respects to performance of this Contract.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect TOWN.

Additional Insured: The insurance coverage, except Workers' Compensation, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Work required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two(2) years past completion and acceptance of the CONTRACTOR's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONTRACTOR's insurance shall be primary insurance as respects to TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

Waiver: The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONTRACTOR's work or service.

Deductible/Retention: The policies may provide coverage which contains deductibles or self insured retentions. Such deductibles and/or self insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONTRACTOR shall be solely responsible for deductible and/or self insured retentions and the TOWN, at its option, may require the CONTRACTOR to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with work under this Contract, CONTRACTOR shall furnish TOWN with Certificates of Insurance as required by the Contract, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by date, project name, and CIP number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Public Works - Operations Manager
7501 E. Civic Circle
Prescott Valley, AZ 86314

The TOWN shall not be obligated, to review or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONTRACTOR's obligations under this Contract.

The CONTRACTOR hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONTRACTOR or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

2.11.1 REQUIRED COVERAGE

WORKERS' COMPENSATION

CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the Work, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any of the Work is subcontracted, the CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONTRACTOR.

AUTOMOBILE LIABILITY

CONTRACTOR shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate including bodily injury and property damage with respect to any of the CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the Work.

Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

GENERAL LIABILITY

CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc.'s Policy Form CG 000211093 or any update thereof. The coverage shall not exclude X, C, U.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20100704, or any update thereof, and shall include coverage for CONTRACTOR's operations and products and completed operations.

If required by this Contract, the CONTRACTOR subletting any part of the work, services or operations awarded to the CONTRACTOR shall purchase and maintain, at all times during prosecution of the work, services or operations under this contract, a TOWN's and CONTRACTOR's Protective Liability insurance policy for bodily and property damage, including death, which may arise in the prosecution of the Work or CONTRACTOR's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the CONTRACTOR's Commercial General Liability insurance.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title.

2.11.2 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to TOWN.

Required coverage's may be modified by an amendment to the Contract Documents.

The Contractor hereby agrees to indemnify and save harmless TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

2.13 COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTAIN FEDERAL LAWS

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

STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to the TOWN that the CONTRACTOR and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “CONTRACTOR Immigration Warranty”).

A breach of the CONTRACTOR Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONTRACTOR to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

The TOWN retains the legal right to inspect the papers of any CONTRACTOR or Subcontractors employee who works on this Contract to ensure that the CONTRACTOR or Subcontractor is complying with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any subcontractors to ensure compliance with CONTRACTOR’s Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any random verifications performed.

Neither the CONTRACTOR nor any Subcontractor shall be deemed to have materially breached the CONTRACTOR Immigration Warranty if the CONTRACTOR or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

SECTION TWO
TERMS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

The provisions of this Article must be included in any contract the CONTRACTOR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a CONTRACTOR or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

2.14 LICENSED CONTRACTOR

Contractor shall be in full compliance with the Arizona Contractor License Laws and all rules and regulations issued pursuant thereto. To be considered responsive, Contractors must be registered/licensed in the State of Arizona if such registration/license is normally a requirement.

Contractor must provide certification of license compliance within 10 calendar days after notification of award. Certification must include: class name; license number, and expiration date. Such certification shall be submitted to the Public Works Supervisor.

2.15 PERMITS

Contractor shall be responsible for obtaining any and all permits required.

2.16 CHANGES

As additional improvements requiring landscape maintenance services are constructed and accepted by TOWN this Contract may, upon the agreement of the parties, be modified to incorporate such additional improvements. In no instance, however, shall the terms of this Contract be modified without a written Change Order approved by the Contract Administrator and the Public Works Supervisor.

SECTION THREE
GENERAL INSTRUCTIONS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

3.0 GENERAL INSTRUCTIONS AND CONDITIONS

3.1 EFFECTIVE PERIOD OF OFFER

This Proposer's offer shall remain in effect for a period of ninety (90) calendar days from the offer opening date and is irrevocable.

3.2 PAYMENT TERMS

For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, and in accordance with the directions of the TOWN, through its Supervisors, the TOWN agrees to pay the CONTRACTOR the amount computed from the Proposal on a monthly basis of work performed and accepted or materials furnished at the unit bid price in the Proposal and to make such payment in accordance with applicable Arizona Revised Statutes, after final inspection and acceptance of the work.

Terms of NET 30 days shall be applicable. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later.

3.3.1 PAYMENT TO SUBCONTRACTORS

The CONTRACTOR shall pay to his/her Subcontractors or material suppliers, and each Subcontractor shall pay to his/her Subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the CONTRACTOR or Subcontractor on account of the work performed by his/her Subcontractors, to the extent of each such Subcontractor's interest therein, except that no Contract for construction may materially alter the rights of any CONTRACTOR, Subcontractor or material supplier to receive prompt and timely payment as provided under ARS Section 34-221(E). Such payments to Subcontractors or material suppliers shall be based on payments received pursuant to that Section. Any diversion by the CONTRACTOR or Subcontractor or payments for work performed on a Contract, or failure to reasonably account for the application or use of such payments, constitutes grounds for disciplinary action by the Registrar of CONTRACTORS. The Subcontractor or material supplier shall notify the Registrar of Contractors and the TOWN in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in that Section.

SECTION THREE
GENERAL INSTRUCTIONS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

Nothing herein prevents the CONTRACTOR or Subcontractor, at the time of application and certification to the TOWN or CONTRACTOR, from withholding such application and certification to the TOWN or CONTRACTOR for payment to the Subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third-party claims filed or reasonable evidence that a claim will be filed, failure of a Subcontractor to make timely payments for labor, equipment and materials, damage to the CONTRACTOR or another Subcontractor, reasonable evidence that the Subcontract cannot be completed for the unpaid balance of the Subcontract sum, or a reasonable amount for retention that does not exceed the actual percentage retained by the TOWN.

3.4 UNIT PRICE TO PREVAIL

In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by TOWN.

3.5 OFFER ERRORS OMISSIONS AND CORRECTIONS

TOWN will not be responsible for any Offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

3.6 BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS

Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

3.7 RESTRICTIVE OFFER PROVISIONS

If specifications preclude an otherwise qualified Offeror from submitting an offer, a written request for modification must be received by the Buyer at least five (5) days prior to the offer opening. All Offerors will be notified by an addendum to the solicitation of any approved changes.

SECTION THREE
GENERAL INSTRUCTIONS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

3.8 DEFAULT

In case of default by the contractor, TOWN may, by written notice, cancel this contract and may recover the damages sustained by said default by (1) deducting the damages from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

3.9 TERMINATION FOR CONVENIENCE

TOWN reserves the right to terminate this Contract or any part hereof for its sole convenience within thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of reimbursement for actual labor and material costs incurred by the Contractor prior to the date of termination plus an amount not to exceed 8% of such labor and material costs representing a profit for such work. Title to all materials, work-in-process, and completed but undelivered goods will pass to TOWN after costs are claimed and allowed.

3.10 SUB-CONTRACTING

The contract or any portion thereof shall not be sub-contracted without the prior written approval of the Public Works Director. No such approval will be construed as making TOWN a party of or to such sub-contract, or subjecting TOWN to liability of any kind to any sub-contractor.

No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract. In the event this Contract or any portion thereof is sub-contracted, TOWN shall continue to administer the contract or portion thereof directly through the Contractor. All sub-contractors shall be considered to be representatives of the Contractor.

3.11 M.S.D.S.

Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal requirements. Contractor entering TOWN workplace with hazardous materials will supply TOWN with M.S.D.S. covering those particular products to which the contractor may expose TOWN employees or the general public.

SECTION THREE
GENERAL INSTRUCTIONS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

3.12 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONTRACTOR, its agents, employees or any tier of CONTRACTOR's subcontractors in the performance of this Contract. CONTRACTOR's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by CONTRACTOR's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the CONTRACTOR, any tier of CONTRACTOR's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the CONTRACTOR may be legally liable.

3.13 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Contractor's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by TOWN.

3.14 WARRANTY

Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Contractor at no obligation to TOWN, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The Contractor expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

3.15 REJECTION OF OFFERS

TOWN reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in TOWN's best interest.

SECTION THREE
GENERAL INSTRUCTIONS AND CONDITIONS

TOWN OF PRESCOTT VALLEY
Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

3.16 DELAY IN EXERCISING CONTRACT REMEDY

Failure or delay by TOWN to exercise any right, power, or privilege shall not be deemed a waiver thereof.

3.17 ORDER OF PRECEDENCE

In the event of conflict, the following precedence shall prevail: (1) Terms and Conditions; (2) Drawings and Specifications; (3) referenced documents; and (4) the General Instructions and Conditions.

3.18 CHANGES

TOWN reserves the right to make changes in any of the specification set forth herein.

3.19 LATE SUBMISSION OF CLAIM

TOWN will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

3.20 PROTEST OF AWARD

Any person who has an objection to the awarding of a solicitation by TOWN shall lodge that protest, in writing, with the Public Works Director prior to award by the Town Council. A protest lodged after award by the Town Council will not be considered.

3.21 REMEDIES

Town shall have, in addition to the remedies provided herein, all remedies afforded by law or in equity.

3.22 ASSIGNMENT

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

SECTION THREE
GENERAL INSTRUCTIONS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

3.23 ADDENDA

Any change to the proposal will be in the form of a numbered addendum issued by the Public Works Department. The addendum will be furnished to all who received the proposal. TOWN will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of TOWN in regard to the proposal. TOWN will not be responsible for Offerors adjusting their offer based on oral or written instructions.

3.24 SPECIAL ACCOMMODATIONS

Please contact Public Works at 928-759-3089 at least 3 days prior to the mandatory pre-proposal meeting for special accommodation.

3.25 OFFER IDENTIFICATION

TOWN is not responsible for the pre-opening of, post-opening of, or the failure to open an offer not properly addressed or identified.

3.26 OFFER TABULATION

A printed copy of the offer tabulation will be available upon written request to the Town Clerk's office Records Clerk. Oral requests will not be accepted. Each request must reference the RFP title and number.

3.27 LIABILITY

Except for the negligence of TOWN, its officers, managers, employees, or agents, Contractor shall be liable to TOWN for any physical damage to Town property or for the death of, or personal injury to, Town personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold TOWN harmless from any claim or loss arising from such damage or injury.

3.28 OSHA GUIDELINES

The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

SECTION THREE
GENERAL INSTRUCTIONS AND CONDITIONS

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

3.29 PATENTS

Seller agrees to defend Town at seller's own expense, in all suit, actions, or proceedings in which Town is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from Town's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against Town. Seller agrees to indemnify and hold harmless TOWN from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of Town's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

3.30 VENDOR PERFORMANCE

Prior performance on the part of an Offeror in regard to product, service, or representation of/from the Offeror may be used in evaluation of this offer. TOWN reserves the right to reject any proposal from an Offeror who previously unsatisfactorily performed services for the TOWN, whether or not under contract. This Contract will not be awarded to any Offeror who is in default on any contract with the TOWN.

3.31 NOTIFICATION OF AWARD

The successful Offeror(s) will be notified by mail that their offer has been accepted by TOWN Council and recommended for award.

3.32 CONTRACT ADMINISTRATION

Contractor must contact the Contract Administrator for guidance or direction of matters of interpretation or problems regarding the terms, conditions or scope of this contract.

3.33 COOPERATIVE USE OF CONTRACT

This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and Town.

SECTION FOUR
OFFER SHEET

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

4.0 OFFER SHEET

4.1 OFFER

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


Authorized Signature

Koehler Enterprises
Company's Legal Name

Matt Koehler
Printed Name

PO Box 12348
Address

Owner
Title

Prescott, AZ 86304
Town, State & Zip Code

(928) 772-2361
Telephone Number

(928) 771-1070
FAX Number

FEDERAL TAXPAYER ID NUMBER: 01-0585023
This number will be in the format of xx-xxxxxxx or xxx-xx-xxxx, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.

Arizona Sales Tax No. 13044340-F Tax Rate .0968

Prescott Valley Business License Number: 11-00001052

Proposer certifies it is a: Proprietorship Partnership Corporation

**SECTION SIX
APPENDIX**

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

5.0 PRICE PROPOSAL

5.1 PRICE

Price includes all labor, materials, equipment, and taxes to provide landscape maintenance for all of the areas listed in this solicitation.

Contractor must complete and return the line item price proposal for each group. The price proposal shall consist of the completed worksheet attached to the RFP as "Section Five." Each proposal shall be in a separately sealed package, clearly identified as "JOC Services for LANDSCAPE MAINTENANCE," with the Solicitation Number and Offeror's name and address indicated on the upper left-hand corner of the package. All proposals must be received no later than 3:30 p.m., MST, Monday, April 16, 2012, in the office of the Town Clerk, 7501 Civic Circle, Prescott Valley, Arizona 86314. Each proposal must be accompanied by a certified check, cashiers check or surety bond for 10% of the amount of the price proposal, pursuant to the instructions contained in the RFP, as a guarantee that the successful Offeror will enter into a contract. All responsive price proposals shall be opened and read aloud at 3:30 p.m. on Monday April 16, 2012. The Town of Prescott Valley reserves the right to accept or reject any or all proposals.

5.2 ADDITIONAL LANDSCAPE WORK

Contractor must complete and return the extra work rates line item price proposal for each category of extra work.

**SECTION SIX
APPENDIX**

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

**Summary of Proposal Annual Cost:
Landscaping**

				Price per Year
Parks\Full Turf Maintenance				
Stoneridge Parks Turf & landscaped areas (195,400 sq. ft. turf)	417,200	sf	\$	<u>52,150</u>
Overlook & Trailhead Park Natural Vegetation	278,700	sf	\$	<u>6,967</u>
Stoneridge Park Total			\$	<u>59,117</u>
Quailwood Park (Vidal Park) Turf & landscape areas (91,868 sq. ft. turf)	255,500	sf	\$	<u>31,937</u>
Quailwood Parks Total			\$	<u>31,937</u>
Pronghorn Park Turf & landscape areas (183,216 sq. ft. turf)	368,600	sf	\$	<u>46,075</u>
Parks Landscape Maintenance Total <i>(including 12 Comfort Stations)</i>			\$	<u>137,129</u>
Library (13,721 sf Turf)	69,713	sf	\$	<u>5,925</u>
Library Total			\$	<u>5,925</u>
Median & Right of Way Full Maintenance				
Town of Prescott Valley Medians & ROW <i>(including 16 Comfort Stations):</i>	1,049,801	sf	\$	<u>52,490</u>
Stoneridge Medians & ROW:	219,010	sf	\$	<u>11,826</u>
Pronghorn Medians & ROW:	299,467	sf	\$	<u>15,871</u>
Median & ROW Full Maintenance Total			\$	<u>80,187</u>
Medians & right of Way Line Trim areas				
Town of Prescott Valley Medians & ROW:	64,650	sf	\$	<u>5,172</u>
Stoneridge Medians & ROW:	79,925	sf	\$	<u>6,394</u>
Medians & ROW Line Trim areas Total			\$	<u>11,566</u>
Trail Main, Line trim twice annually	237,218	sf	\$	<u>3,558</u>
TOTAL ANNUAL COST FOR FULL LANDSCAPE SERVICES:			\$	<u>238,365</u>

SECTION SIX
APPENDIX

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

WEED CONTROL SERVICES

	Price per Year
Subtotal Utility Facilities (512150 sf) :	\$ <u>19,461</u>
Town Facilities (124021 sf) :	\$ <u>4,712</u>
Medians (296550 sf) :	\$ <u>11,269</u>
Right of Ways (98842 sf) :	\$ <u>3,756</u>
Navajo Wash Trail area (147900 sf) :	\$ <u>5,620</u>
Subtotal Sidewalks (71.3 linear miles):	\$ <u>1,070</u>
Subtotal Curbs (127.9 linear miles) :	\$ <u>1,918</u>
Subtotal Guardrails (41850 sf) :	\$ <u>1,590</u>
Subtotal Traffic Signals (64000 sf) :	\$ <u>2,432</u>
TOTAL FOR WEED CONTROL SERVICES:	\$ <u>51,828</u>

EXTRA WORK RATES

General Laborer	\$ <u>20</u>	per hour (includes hand tools, power equipment, mowers)
Operator	\$ <u>40</u>	per hour (includes front end loader, back hoe, dump truck, trencher, tractors, etc.)
Irrigation Technician	\$ <u>20</u>	per hour (includes hand tools, power equipment)
Certified Tree Worker	\$ <u>25</u>	per hour (includes hand tools, power equipment)
Complete Prune	\$ <u>25</u>	per hour (includes tools & power equipment, vehicles, chipper/shredder, tree and ground crews)
Backflow Prevention Test	\$ <u>35</u>	per test (includes tools, vehicles, and test gauges)

**SECTION SIX
APPENDIX**

TOWN OF PRESCOTT VALLEY

Public Works
7501 E. Civic Cr.
Prescott Valley, AZ 86314

Solicitation Number: RFP 12/13

Town Use Only:

date: _____

-- ACKNOWLEDGEMENT OF RECEIPT --

Town Clerk: _____ Witness: _____

The Offeror Agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be on the basis of the indicated amount(s), as proposed in the price PROPOSAL.

AGENCY:

Town of Prescott Valley, Arizona

CONTRACTOR:

Koehler Enterprises, DBA: K-ler Land Works
Maintenance

Harvey Skoog, Mayor

Contractor Signature

BY _____
Print Name and Title

ATTEST: Town of Prescott Valley

BY _____

TOWN CLERK

(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: _____
TOWN ATTORNEY