

**SERIAL 10021 S      TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES**

**DATE OF LAST REVISION: August 22, 2013**

**CONTRACT END DATE: August 31, 2016**

**CONTRACT PERIOD THROUGH August 31, ~~2013~~ 2016**

TO:                    All Departments

FROM:                **Office of Procurement Services**

SUBJECT:            Contract for **TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 04, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
**Office of Procurement Services**

**DW/ao**  
Attach

Copy to:            **Office of Procurement Services**  
**Don Jeffery**, Facilities Management  
**Valerie Chavez**, MCDOT

(Please remove Serial 05034-C from your contract notebooks)

**TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES**

1.0 INTENT:

The intent for this Invitation for Bids is to establish a contract to provide for the care and maintenance of all types of trees as specified, including, but not limited to: arborist services, trimming, pruning, treatment, guying, technical information for esthetics, removal, and new planting. Types of trees covered under this contract, but not limited to are; palm, bottle, mesquite, eucalyptus, palo verde, pine, elm, citrus, etc. The services may be on a schedule or as requested, depending on departmental needs. This may be a multiple award to ensure competition on project driven activities.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.9 and 2.10, below).

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

2.0 SCOPE OF SERVICES:

2.1 CONTRACTOR REQUIREMENTS:

The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to perform tree services stated herein.

2.2 PALM TREE SERVICE:

The following palm tree service sites are for the Maricopa County Department of Transportation (MCDOT). These trees are located along roadways and will require traffic control when serviced. Palm tree services may be also requested by other County agencies:

2.2.1 Routine palm tree work will include, but not be limited to the following:

- 2.2.1.1 Trimming and peeling palm trees as required for appearance, visibility, and general growth.
- 2.2.1.2 Removing and disposal of all clippings, shrubbery, tree trimmings and debris.

2.2.2 MCDOT Roadway Locations:

2.2.2.1 Sun City - North of Grand Avenue:

- 2.2.2.1.1 Bell Road - 98th Avenue to Del Webb Boulevard
- 2.2.2.1.2 Bell Road - El Mirage Road to 131st Avenue
- 2.2.2.1.3 Del Webb Boulevard - Grand Avenue to Bell Road (including southeast corner of Cameo and Del Webb Boulevard)
- 2.2.2.1.4 Lindgren Avenue - 99th Avenue to Conestoga Drive
- 2.2.2.1.5 Thunderbird Boulevard - Del Webb Boulevard to 99th Avenue (including east leg of intersection at 99th Avenue)
- 2.2.2.1.6 R.H. Johnson Boulevard - Bell Road to Grand Avenue
- 2.2.2.1.7 Del Webb Boulevard - Bell Road to 99th Avenue
- 2.2.2.1.8 Crown Ridge - Paracantha Drive to Spring Meadow Drive
- 2.2.2.1.9 Spring Meadow - Broken Arrow Drive to Crown Ridge
- 2.2.2.1.10 Crown Ridge - 135th Avenue to 133rd Drive
- 2.2.2.1.11 135th Avenue - Meeker Boulevard to Terra Vista
- 2.2.2.1.12 135th Avenue - Crown Ridge to Meeker Boulevard
- 2.2.2.1.13 Oxbow Drive - Broken Arrow Drive to Crown Ridge

- 2.2.2.1.14 Meeker Boulevard - R.H. Johnson Boulevard to Grand Avenue
- 2.2.2.1.15 Beardsley Road at El Mirage Road
- 2.2.2.1.16 Entrance to Sun City West - R.H. Johnson Boulevard at Bell Road

2.2.2.2 Sun City - South of Grand Avenue:

- 2.2.2.2.1 107 Avenue & Mountain View - Grand Avenue to Olive Avenue
- 2.2.2.2.2 111 Avenue - Alabama Avenue to Peoria Avenue
- 2.2.2.2.3 Alabama Avenue - 111 Avenue to 99 Avenue
- 2.2.2.2.4 Peoria Avenue - 111 Avenue to 99 Avenue
- 2.2.2.2.5 MCDOT/Flood Control, Durango Facility (Phoenix):
- 2.2.2.2.6 Durango Street, 29th Avenue to 27th Avenue

2.2.3 Traffic Control For MCDOT Roadway Sites:

2.2.3.1 Traffic control shall comply with the guidance contained in part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways (USDOT Federal Highway Administration) latest edition, and the following special provisions.

2.2.3.2 Construction shall not commence without an “approved” Traffic Control Plan (TCP). At the time of the pre-job conference, the Contractor shall submit preliminary traffic control plans (TCP) for each phase of the work. The TCP shall show striping, signing, barricading and distances for all devices for all movements of traffic during each phase of construction. The Traffic Operations Division of MCDOT will review and approve the TCP(s) and notify the Contractor if any changes are required. All changes from the approved TCP shall be approved by the Engineer prior to those changes being implemented in the field, with the exception of emergency situations.

2.2.3.3 Work shall not begin until the TCP(s) have been approved for each phase of proposed work. With the exception of emergency situations a TCP will be required in advance of any change(s) that are necessary with regard to traffic flow.

2.2.3.4 It shall be the Contractor’s responsibility to provide, erect, maintain and remove all necessary signs, barricades, high level warning devices, lights, delineators, flag men, and other devices necessary to properly mark and control the proposed work area(s) for the safe and efficient movement of traffic. Temporary traffic control warning signs and devices shall be installed prior to the start of any work. The Contractor shall provide such other adequate devices or measures deemed necessary by the Engineer or his representative.

If work is scheduled during business hours, traffic control barricades and or cones must be provided at the site. Some city ordinances require street barricade installation to be performed by certified city sponsored trained staff. This service may be performed by the Contractor (if certified) or a subcontractor (if certified). There shall be a line item price in Attachment A, PRICING, for such services -- for all sites, MCDOT or other.

The County and the Contractor shall work in team concert if deemed cost effective to provide tree trimming services “other than business hours” (i.e., early morning hours) thus eliminating the traffic control service costs.

2.2.3.5 All temporary traffic control devices shall be ballast with sandbags or other approved methods when necessary or at the direction of the Engineer. The amount of sandbags used shall be enough to provide adequate safety for the traveling public.

- 2.2.3.6 Access to all properties for residents and emergency services shall be maintained at all times where possible. When local access cannot be maintained, the Contractor shall notify the property owner/resident in accordance with Section 107.9 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, latest edition. In no case shall the access be restricted for more than four (4) hours without prior approval. Access shall not be closed for fire stations, hospitals, sheriff/police stations and schools.
- 2.2.3.7 The Contractor shall maintain or relocate all existing signal indications, warning, regulatory and guide signs. They shall be kept erected, clean and in full view of the intended traffic at all times. Portable signs should be used to supplement blocked or removed signs. All unnecessary traffic control devices/signs shall be covered or removed and stored when not in use.
- 2.2.3.8 The Contractor is responsible for all costs incurred in replacing lost or damaged traffic signs. The Traffic Operations Division of MCDOT will reset all disturbed signs to permanent locations when construction is completed.
- 2.2.3.9 Rope, flagging, fencing and woven plastic tape may be required at open excavations and/or used between barricades and channeling devices to provide additional guidance and security.
- 2.2.3.10 Contractor is required to take out a Highway Use Permit with the Maricopa County Department of Transportation (MCDOT) located at 2901 West Durango Street, Phoenix, Arizona 85009, prior to working within County right-of-way.

**2.3 OTHER TYPES TREES AND SERVICES:**

- 2.3.1 The Contractor shall be called to provide tree service for other types of trees, such as but not limited to bottle, mesquite, eucalyptus, palo verde, pine, elm, citrus, etc.

This service will entail providing trimming, treating, guying, removal, and new planting. Many mature trees ON County property are over thirty (30) feet in height and will require man-lift or other type of higher-than-ground-level equipment.

- 2.3.2 Requirements for other trees and services:

- 2.3.2.1 All work shall be done during normal business daylight hours, Monday through Friday, except emergencies and/or special work orders. The Contractor and the County representative(s) will mutually agree and adhere to a work schedule should a schedule be required by the County agency. ALL WORK MUST BE DONE AT A TIME AND IN A MANNER THAT WILL NOT INTERFERE WITH THE NORMAL WORK ACTIVITIES OF ANY FACILITY.
- 2.3.2.2 All services requested outside of normal business daylight hours shall be considered after hours (i.e., after business hours, weekends, or holidays).
- 2.3.2.3 Contractor shall respond on-site for service requests within 24 hours after being notified by the County. Requests made as an EMERGENCY shall require a response time within four (4) hours on-site.
- 2.3.2.4 The County desires, but does not require, a certified arborist on staff at all times during the contract period. This work may be subcontracted. If subcontracted, please provide the name of your subcontractor with your bid.
- 2.3.2.5 All trimmings, cut branches, clippings, and debris shall be removed from County premises and taken to landfill the same day the service is provided.

- 2.3.2.6 All work is to be performed at the direction of the County agency.
  - 2.3.2.7 All work performed by the Contractor shall be inspected by a County agency representative and the Contractor to ensure quality control and that proper methods are being used.
  - 2.3.2.8 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications of the contract; and supervisors who will be responsible for the performance of their personnel. ~~All workers must be certified in the application of chemical usage, per regulations of the State of Arizona Structural Pest Control Commission.~~
  - 2.3.2.9 The Contractor and his employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and all local municipal ordinances and regulations. All equipment of the Contractor shall be in good working condition and shall conform to required safety standards.
  - 2.3.2.10 All work shall be done at a time and a manner that will not interfere with the normal work activities of the facilities or traffic.
  - 2.3.2.11 The Contractor shall be responsible for any damage incurred to the facility, underground sprinkler systems, trees, shrubs, bushes, and/or any other permanent type fixture, resulting from his negligent use of the premises/roadways to fulfill contract terms.
  - 2.3.2.12 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given one (1) day to correct the work. The County reserves the right to complete the work to its satisfaction and deduct the cost from any monies due the Contractor if the work is not corrected within the allotted time frame.
  - 2.3.2.13 ~~Contractor shall be responsible to procure all required licenses and permits when and where applicable. A State of Arizona Office of Pest Management License Category, B5 TURF AND ORNAMENTAL LICENSE, will be a requirement of this Contract. Proof of such must accompany bid package.~~
  - 2.3.2.14 Contractor shall at all times furnish the proper equipment to perform tree services that is maintained and in good operating condition.
  - 2.3.2.15 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications; and supervisors who will be responsible for the performance of their personnel. Supervisors will make sufficient routine inspections to ensure that the specified work is being completed.
- 2.3.3 Project Work:
- 2.3.3.1 Project work shall mean work performed as all inclusive and not as Time and Materials. The County agency will inform the Contractor if work is to be performed as either T&M or project driven. If project driven, the contractors assigned to this contract (if multiple award) shall be provided a request for project quote with a detailed Scope of Work. The Contractor must visit the site to evaluate an accurate quote. As such, a project quote shall then be submitted to the County agency. Taxes, if any, will be built into the total cost and not as a line item. The County agency will review the quote and a determination made if it is fair and reasonable. If fair and reasonable, the Contractor shall be notified verbally and in writing, to proceed. If determined not to be fair and reasonable, the Contractor will be notified and must provide

documentation as to how the quote was derived, or submittal of a revised quote. The County reserves the right to obtain project quotes from the open market to make comparisons.

2.3.3.2 Contractors submitting a project quote must contain: The contract serial number; Name and address of site; Labor and materials combined cost; Grand total. The project bid shall be all-inclusive, that is any cost overrides to be absorbed by the Contractor, or cost undersides to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, and approved by the County prior to any authorization to proceed. If multiple award, ALL contractors are to have an opportunity to bid on project work and the County user agencies MUST ensure all contractors of record receive a project quote

2.3.4 Time and Materials Work:

2.3.4.1 This contract may also be used for time and materials work (as directed by the County agency) and priced per hour and as bid in the pricing section. If multiple award, each bidder shall be ranked in the pricing section as first call, second call, third call, and so on. The lowest hourly bid shall be the first contractor called to perform T&M work. Taxes, if any, will apply to commodities purchased by the County and not labor.

2.3.4.2 All work (either project or T&M) must be so delineated as such on Contractor's invoicing.

2.4 SERVICES AT OTHER COUNTY LOCATIONS

The Contractor may be called upon to provide services at locations not specifically listed herein. Price quotations will be obtained for the services required at these locations.

2.5 INVOICES AND PAYMENTS:

2.5.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

- 2.5.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.5.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).
- 2.5.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.6 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.8 FUEL COST PRICE ADJUSTMENT:

- 2.8.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 2.8.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.8.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10<sup>th</sup>) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.8.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.8.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.8.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.8.7 The computation of the fuel surcharge amount shall be determined as follows:

2.8.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.8.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.8.7.3 The surcharge shall be added as a separate line item to the invoice.

2.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 **Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements 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 County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 **Commercial General Liability:**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**
- 3.5.10 **Automobile Liability:**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.**
- 3.5.11 **Workers' Compensation:**
- 3.5.11.1 **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 or services under this Contract; 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.**
- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 3.5.12 Certificates of Insurance.
- 3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 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 of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

3.18 **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

**In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

**If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County 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 Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall

supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

- 3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
  - 3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
  - 3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.
- 3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
  - 3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.1.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
- 3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
  - 3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 **The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.**

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.28 **INFLUENCE**

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.**

**An attempt to influence includes, but is not limited to:**

3.28.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

3.28.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

**SOMERSET LANDSCAPE & MAINTENANCE, 19051 S. ARIZONA AVE., CHANDLER, AZ 85286**

	<b>YES</b>	<b>NO</b>	<b>REBATE</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
FUEL COMPRISES <b>5</b> % OF TOTAL BID AMOUNT. (If Applicable)			

PRICING SHEET: NIGP CODE 9888801, 98888

<b>Palm Tree Service - North of Grand Avenue</b>			
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
Bell Road - 98th Ave. to Del Webb Blvd.	<del>\$28.50</del> <b>\$28.00</b>	14	each
Bell Road - El Mirage Rd. to 131st Ave.	<del>\$28.50</del> <b>\$28.00</b>	101	each
Del Web Blvd.-Grand Ave. to Bell Rd. (including SE Corner of Cameo & Del Webb Bl	\$28.00	109	each
Lindgren Ave. - 99th Ave to Conestoga Dr.	<del>\$28.50</del> <b>\$28.00</b>	5	each
Thunderbird Blvd - Bell to 99th Ave. (including east leg of intersection at 99th	<del>\$28.50</del> <b>\$28.00</b>	48	each
R.H. Johnson Blvd. - Bell Rd. to Grand Ave.	\$28.00	175	each
Del Web Blvd. - Bell Rd. to 99th Ave.	<del>\$28.50</del> <b>\$28.00</b>	54	each
Crown Ridge - Paracantha to Spring Meadow Dr.	<del>\$30.00</del> <b>\$28.00</b>	10	each
Crown Ridge - Paracantha to Spring Meadow Dr.	<del>\$30.00</del> <b>\$28.00</b>	9	each
Spring Meadow - Broken Arrow Dr. to Crown Ridge	<del>\$30.00</del> <b>\$28.00</b>	8	each
Spring Meadow - Broken Arrow Dr. to Crown Ridge	<del>\$30.00</del> <b>\$28.00</b>	7	each
Crown Ridge - 135th Ave. to 133rd Dr.	<del>\$29.00</del> <b>\$28.00</b>	16	each
135th Ave. - Meeker Blvd. to Terra Vista	<del>\$29.00</del> <b>\$28.00</b>	16	each
135th Ave. - Crown Ridge to Meeker Blvd.	<del>\$29.00</del> <b>\$28.00</b>	16	each
Oxbow Dr. - Broken Arrow Dr. to Crown Ridge	<del>\$29.00</del> <b>\$28.00</b>	10	each
Meeker Blvd. - R.H. Johnson Blvd. to Grand Ave.	<del>\$28.50</del> <b>\$28.00</b>	45	each
Beardsley Rd. at El Mirage Rd.	<del>\$28.50</del> <b>\$28.00</b>	45	each
Entrance to Sun City West - R.H. Johnson Blvd. at Bell Rd.	<del>\$28.50</del> <b>\$28.00</b>	33	each

**SOMERSET LANDSCAPE & MAINTENANCE, 19051 S. ARIZONA AVE., CHANDLER, AZ 85286**

<b>Palm Tree Service - South of Grand Avenue</b>			
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
107th Ave & Mtn. View - Grand Ave. to Olive Ave.	\$28.00 <del>\$28.50</del>	58	each
107th Ave & Mtn. View - Grand Ave. to Olive Ave.	\$28.00	83	each
111th Ave. - Alabama Ave. to Peoria Ave.	\$28.00 <del>\$28.50</del>	12	each
111th Ave. - Alabama Ave. to Peoria Ave.	\$28.00 <del>\$28.50</del>	17	each
Alabama Ave - 111th Ave. to 99th Ave.	\$28.00 <del>\$28.50</del>	12	each
Alabama Ave - 111th Ave. to 99th Ave.	\$28.00 <del>\$28.50</del>	17	each
Peoria Ave. - 111th Ave. to 99th Ave.	\$28.00 <del>\$29.00</del>	7	each
Peoria Ave. - 111th Ave. to 99th Ave.	\$28.00	37	each
<b>Palm Trees - Durango Facility</b>			
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
27th Ave. - 29th Ave. to Durango St.	\$28.00	51	each
27th Ave. - 29th Ave. to Durango St.	\$28.00 <del>\$29.00</del>	4	each
<b>All Date Palms</b>			
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
<b>Date Palms</b>	<b>\$35.00</b>	<b>n/a</b>	<b>each</b>
<b>Other Than Palm Trees</b>			
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
Labor, tree trimming, pruning (includes all equipment and disposal)	\$42.50	1	hour
Labor, tree removal (includes equipment and disposal)	\$42.50	1	hour
Labor, tree staking, restaking, guying, up to 4" diameter trunk	\$22.00	1	hour
Tree replacement	\$22.00	1	hour
<b>Services During Business Hours Only</b>			
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
Technical information expertise (may include soil analysis, reports)	\$65.00	1	hour
Labor, treatment, disease control, apply chemical, reestablish health	\$65.00	1	hour
Labor, for tree services requested outside the scope of this contract	\$42.50	1	hour
<b>Other Services and Fees</b>			
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
Mobilization/Demobilization, street barricade/cone services (Section 2.2.3.4)	\$450.00	1	each
Landscape labor per man hour	\$22.00	1	hour
Irrigation labor per man hour	\$35.00	1	hour
Skinning Washingtonia Filifera (as requested)	\$8.00	1	foot
Skinning Washingtonia Robusta (as requested)	\$8.00	1	foot
Palm tree service for other varieties not listed	\$8.00	1	foot
Skinning Queen Palm (as required)	\$5.00	1	foot
Skinning Date Palm (April/May only)	\$12.00	1	foot
Surcharge for skinning date palm other than April/May	0.00%	1	each

**SOMERSET LANDSCAPE & MAINTENANCE, 19051 S. ARIZONA AVE., CHANDLER, AZ 85286**

<b>Supplies, Materials, Chemicals</b>			
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>
Cost plus (based on time and materials work)	0.00%	1	each

Terms: NET 30

Vendor Number: W000015232 X

Telephone Number: 480-782-5296

Fax Number: 480-922-8200

Contact Person: Brian Lemmermann

E-mail Address: [somersetlandscape@cox.net](mailto:somersetlandscape@cox.net)

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2013 2016.**