

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Turf Equipment Source, LLC
for Grading of Park Ballfields**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2023, between the City of Glendale, an Arizona municipal corporation (the "City"), and Turf Equipment Source, LLC an Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 18, 2020, under the Strategic Alliance for Volume Expenditures (S.A.V.E.) cooperative, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the Specialty Grading for Professional Baseball Fields Contract # 21RP006 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was December 18, 2020, until the date the contract expires on December 31, 2023, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond December 31, 2025. The initial period of this Agreement, therefore, is the

period from the Effective Date of this Agreement until December 18, 2023. The City may renew the term of this Agreement for two (2) additional one-year terms until the Cooperative Purchasing Agreement expires on December 18, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
- C. Contractor agrees to comply with all the terms of the American Rescue Plan Act (ARPA) contract addendum attached as Exhibit C and specifically incorporated into this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement are estimated to be Two Hundred Seventy-Six Thousand dollars (\$276,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the

Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Sam Chiovari, Parks Superintendent
Parks and Recreation Department
6210 W Myrtle Avenue; Suite 111, Building B
Glendale, AZ 85301

and

Turf Equipment Source, LLC
c/o Barry Nelson, Principal
1101 N 27th Ave
Phoenix, AZ 85009
bdgnelson@yahoo.com

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

“City”

City of Glendale,
an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

“Contractor”

Turf Equipment Source, LLC,
an Arizona limited liability company

By: 
Barry Nelson
Title: Principal

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TURF EQUIPMENT SOURCE, LLC**

EXHIBIT A
CITY OF SCOTTSDALE, CONTRACT NUMBER 21RP006
(Specialty Grading for Professional Baseball Fields)

Attachments to Include:
Bid Documents for RFP including Bid Proposal, and Attachments A & B,
Award Letter, Contract Extension Letter

21RP006 - SPECIALTY GRADING FOR (/portal/) PROFESSIONAL BASEBALL FIELDS

City of Scottsdale, AZ [Back to list \(/portal/\)](#)



Q Contract Details

Project: City of Scottsdale, AZ

Terms:

Status: ACTIVE

#1 Dec 18, 2020 → Dec 18, 2022

#2 Dec 19, 2022 → Dec 18, 2023

Vendor: Turf Equipment Source

Extendable: ✓

Description:

The City of Scottsdale invited sealed submittals to provide laser-based landscape grading, top-dress grading and KORO services for professional baseball fields at various locations throughout the City of Scottsdale.

Start Date (first contract term begin date):

19 Dec 2022

End Date (next contract term date):

18 Dec 2023



Value (estimated fiscal year spend):
\$35,000.00

Contact Title Field (no Bonfire Project):
SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS

Purchasing Agent:
Eveline Vanda

Contract Ultimate Expiration Date:
18 Dec 2025

Award Type:
Administrative

Cooperative Contract:
No

Files

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Name  **Type**  **Date Created** 

No Rows To Show



[Technical Support \(/portal/support\)](#) [Portal Security \(/portal/security\)](#)

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OFFER AND ACCEPTANCE

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

SOLICITATION #	21RP006	SOLICITATION TITLE:	SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS
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OFFER

TO THE CITY OF SCOTTSDALE:

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

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

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:	
Company Name <u>Turf Equipment Source</u>		Printed Name <u>Barry Nelson</u>	
Address <u>1101 N. 27th Ave.</u>		Title <u>Principal</u>	
City <u>Phoenix</u>	State <u>AZ</u>	Zip <u>85009</u>	Phone <u>(1002) 442-0353</u>
Signature for Offeror <u>[Signature]</u>		Date <u>11/27/2020</u>	Fax <u>(602) 442-1608</u> E Mail <u>bdnelson@yahoo.com</u>
Printed Name and Title of Authorized Signatory <u>Barry Nelson</u>		Address (if different from Company info)	
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)	

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

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

This contract shall henceforth be referred to as **Contract #** 21RP006

The contract consists of the following documents: 1) Solicitation # 21RP006 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment _____, dated N/A.

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

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

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 18th day
of December, 2020

Risk Management issues reviewed and approved as to form Nov 3rd, 2020
by City of Scottsdale Risk Management Director

Robert Schoepe, Purchasing Director, GPM

Recommended award approved Dec 8th, 2020
by City of Scottsdale Contract Administrator

Or Designee [Signature]
As City of Scottsdale Purchasing Director

SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS. RFP#21RP006



Proposal

PROJECT:

Specialty Grading for Professional Baseball Fields

Issuing Agency: City of Scottsdale

RFP #: 21RP006

Proposal Submittal Due: 2:00PM Local Time, November 23, 2020

DATE:

November 19, 2020

SUBMITTED TO:

City of Scottsdale

9191 E. San Salvador Dr.

Scottsdale, AZ 85258

Attn: Ms. Karie Ingles, CPPB

Phone: (480) 312-5700

E-Mail kingles@scottsdaleaz.gov

SUBMITTED BY:

Bareco Sports Turf Solutions

2733 S. Las Flores

Mesa, Arizona 85202

Contact: Don Bare, Owner

Phone: (480) 766-2171

E-Mail: info@barecosport.com





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5.1 Offeror shall include all exceptions taken in regard to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified in their submittal document. Exceptions taken by the Offeror shall be used in the evaluation process. If the Offeror does	



not indicate exceptions in their submittal document this will signify to the City that the Offeror is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.....6

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1.0 Firm Qualifications & Experience

1.1 Offeror's document shall contain a synopsis of the firm's history and length of time the Bidder has been doing business in the Scottsdale/Phoenix Metropolitan area

IN 2005 BARKSHIRE LASER LEVELING INC. AND I (DON BARE) JOINED A PARTNERSHIP HERE IN ARIZONA FORMING BARKSHIRE LASER LEVELING ARIZONA, INC. IN 2016 I PURCHASED BARKSHIRE LASER LEVELING ARIZONA, INC. AND RENAMED BARECO SPORTS TURF SOLUTIONS, INC. CONTINUING TO SPECIALIZE IN HIGH-QUALITY SPORTS FIELD AND GOLF TEE LASER GRADING SERVICES THROUGHOUT THE SOUTHWEST.

IN 2019 I REDESIGNED AND BUILT A NEW GENERATION MACHINE-CONTROLLED LASER GRADING BLADE ABLE TO MEET THE TIGHTEST TOLERANCE AND TO ALSO COMPACT THE SOIL DURING THE FINISH PROCESS. THE NEW IMPROVEMENTS TO THE LASER GRADING BLADE VASTLY IMPROVED DURABILITY, FLEXIBILITY AND WEATHER RESISTANCE FOR NUMEROUS APPLICATIONS, ESPECIALLY THE TOP-DRESSING PROCESS. THE LASER EQUIPMENT IS TOP OF THE LINE AND IS CURRENTLY UPGRADED AS TECHNOLOGY IMPROVES.

SUMMARY of QUALIFICATIONS

- LOCAL COMPANY
- 15 YEARS EXPERIENCE IN SPORTS FIELD LASER GRADING AND TOP-DRESSING
- SUFFICIENT EXPERIENCE TO ACCOMPLISH SCOPE OF WORK ON TIME SCHEDULE
- EQUIPMENT SPECIFICALLY DESIGNED FOR LASER GRADING AND TOP-DRESSING ATHLETIC FIELDS.
- HIGHLY QUALIFIED AND EXPERIENCED EQUIPMENT OPERATOR
- FAMILIAR WITH SCOTTSDALE PARKS AND SCHOOL GROUNDS
- STRONG WORKING RELATIONSHIP WITH LOCAL AND NATIONAL VENDORS
- AVAILABLE FOR PRE-CONSTRUCTION, PRE-INSTALLATION, AND PROGRESS MEETINGS
- INSURED, LICENSED AND BONDED

1.2 Company Name, Main office business address, local office business address (if different), Office phone, fax and email address and Company web page address.

BARECO SPORTS TURF SOLUTIONS, INC.

2733 S. LAS FLORES
MESA, ARIZONA 85202
480-766-2171 CELL
480-777-5133 OFFICE
480-777-5030 FAX

info@barecosport.com
www.barecosport.com

1.3 Offeror shall submit copies of any necessary licenses and permits

ROC CR5 212714 *ROC LICENSE ATTACHED*
FINAL GRADING AND SOD APPLICATION



DUNNS # 199637526

1.4 Offeror document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.

BARECO SPORTS TURF SOLUTIONS, INC. HAS 15 YEARS OF EXPERIENCE IN SPECIALIZED LASER GRADING ON SPORTS FIELDS THROUGHOUT THE SOUTHWEST. DON BARE, THE SOLE LASER GRADING OPERATOR FOR 15 YEARS PROVIDES EXPERIENCE AND KNOWLEDGE TO ADAPT TO ANY LASER GRADING SITUATION. SEVERAL CONTRACTS FOR BARECO LASER GRADING SERVICE TO GRADE ARTIFICIAL GRASS SUB-BASE WHEN OTHER LASER GRADING COMPANIES REFUSED BECAUSE OF THE COMPLEX MULTIPLE SURFACES AND MULTIPLE DRAIN INLETS FOR WATER RUNOFF AND DRAINAGE SUCCESSFULLY COMPLETED.

DON BARE IS RECOGNIZED AS A LEADER IN LASER GRADING SERVICES THROUGHOUT THE VALLEY.

BARECO SPORTS TURF SOLUTIONS, INC. HAS PROVIDED LASER LEVELING SERVICES TO THE FOLLOWING.

MAJOR AND MINOR LEAGUE BASEBALL FIELDS AND TRAINING FACILITIES:

- IN-DEPTH GRADING EXPERIENCE WITH INDIAN SCHOOL PARK AND SCOTTSDALE STADIUM FIELDS.
- FINAL GRADE OF 17 FIELDS DURING CONSTRUCTION AT SALT RIVER FIELDS AT TALKING STICK.
- ENTIRE FIELD GRADING OF CHASE FIELD, ARIZONA DIAMONDBACKS ANNUALLY 2007 - 2018
- INFIELD AND WARNING TRACK GRADING OF CHASE FIELD ANNUALLY.
- 2 FIELD RENOVATIONS AND 3 ANNUAL INFIELD LASER GRADING COORS FIELD, COLORADO ROCKIES
- ANNUAL TEMPE DIABLO COMPLEX AND STADIUM, L.A. ANGLES
- PAPAGO PARK BASEBALL COMPLEX, OAKLAND A'S
- ANNUAL MARYVALE BASEBALL PARK, MILWAUKEE BREWERS
- ANNUAL CAMELBACK RANCH, L.A. DODGERS, CHICAGO, WHITE SOX

OTHER PROFESSIONAL STADIUMS

- STATE FARM STADIUM, ARIZONA CARDINALS

MUNICIPALITIES AND SCHOOLS:

- ARIZONA CITIES: SCOTTSDALE, CHANDLER, FLAGSTAFF, GLENDALE, PEORIA, PHOENIX, TEMPE, SURPRISE, AVONDALE, LITCHFIELD PARK, SHOW LOW, PAYSON, WILLIAMS, WINSLOW.

1.5 Offeror's document shall contain a list of equipment to be used at the job site to perform the work under the scope of this contract.

2018 JOHN DEERE 3039R COMPACT UTILITY TRACTOR A SMALL WHEELBASE TRACTOR WITH A LASER CONTROLLED HYDRAULIC GRADING SYSTEM THAT AUTOMATICALLY CONTROL THE BLADE OF THE LAND LEVELER TO PRECISELY GRADE THE SURFACE TO ELIMINATE ALL UNDULATIONS TENDING TO HOLD WATER. THE LASER CONTROLLED GRADING SYSTEM CONSIST OF A LASER SENDING UNIT THAT EMITS AN INFRARED BEAM OF LIGHT CAPABLE OF TRAVELING UP TO ONE HALF MILE IN A STRAIGHT LINE. THE LASER SENDING UNIT ROTATES THE LASER BEAM 360 DEGREES COVERING A DIAMETER OF APPROXIMATELY ONE (1) MILE TO CREATE A REFERENCE PLANE OVER THE ENTIRE WORK AREA. THE SENDING UNIT IS CAPABLE OF OPERATING FLAT, SINGLE SLOPE, OR DUAL SLOPE AT UP TO TEN DEGREES IN TWO DIRECTIONS.

2019 CUSTOM DESIGNED INDEPENDENT LAND LEVELER BOX BLADE WITH A RECEIVER MOUNTED ON THE GRADING LEVELER BLADE THAT SENSES THE INFRARED BEAM OF LIGHT AND CONVERTS IT TO AN



ELECTRICAL SIGNAL. THE ELECTRICAL signal is directed by a computer to activate an electric hydraulic valve. The hydraulic valve shall be CAPABLE OF RAISING AND LOWERING THE BLADE OF THE LEVELER BLADE SEVERAL TIMES A SECOND TO KEEP IT FOLLOWING THE INFRARED BEAM. THIS IS ACCOMPLISHED AUTOMATICALLY WITHOUT THE OPERATOR TOUCHING THE HYDRAULIC CONTROLS. MANUALLY OPERATION OF THIS SYSTEM IS EXCELLENT FOR FLOATING SURFACES NOT NEEDING LASER-CONTROLLED PERFECTION, LIKE, TOP DRESS GRADING, BASEBALL/SOFTBALL WARNING TRACKS, WALKWAYS, COMMON AREAS WITH D.G.

- 2020 CHEVROLET SILVERADO 2500H, WHITE, CREW CAB, LICENSE PLATE # BARECO, AZ.
- BIG TEX TRAILER 16' BLACK, PIPE RAILING, LICENSE PLATE # 58730H, AZ.

1.6 Offeror's document shall provide the action plan/details of how the Offeror recruits properly trained and/or certified technicians and what methods are used to retain certified technicians.

CONTINUOUSLY RECEIVING UPDATES ON LATEST LASER TECHNOLOGY AND NEW TECHNIQUES THROUGH LASER MANUFACTURING COMPANY "TRIMBLE" AND SITECH SOUTHWEST (REPAIRS AND CALIBRATES LASER AND RECEIVER EQUIPMENT) USED BY BARECO. CURRENTLY, I (DON BARE) AM THE SOLE OPERATOR TO LASER GRADE AND TOP-DRESS. IN-TRAINING IS MY SON BRYCE BARE.

2.0 Key Personnel Qualifications and Resume

2.1 Offeror's document shall contain an organizational chart that identifies key project personnel by name, title and contact information.

DON BARE, OWNER/OPERATOR

480 766-2171

INFO@BARECOSPORT.COM

2.2 Offeror's document shall identify the individual assigned to be the main point of contact.

DON BARE, OWNER/OPERATOR

480 766-2171

INFO@BARECOSPORT.COM

2.3 Offeror shall provide training records, certifications, and experience of employees to provide the services, as requested, under the scope of this Contract.

EXPERIENCE STATED PREVIOUSLY IN THIS PROPOSAL AND INCLUDED IN ATTACHED RESUME

2.4 Resumes of all key project personnel shall be submitted separately at the end of the Offeror's proposal. All resumes shall be limited to one page and include a brief summary of past training, accomplishments, academic credentials, etc.

RESUME ATTACHED HEREIN



3.0 Project Approach

3.1 Demonstrate understanding of Priority service days and required services.

I UNDERSTAND THE OBJECTIVES OF THIS PROPOSAL AND STATED SERVICE REQUIREMENTS FULLY RECOGNIZING PLAYER SAFETY AND REDUCTION OF MAINTENANCE MANHOURS IS PARAMONT. ACCOMPLISHING THESE GOALS THROUGH LASER GRADING AND TOP DRESSING OF PROFESSIONAL, SCHOOL, AND RECREATIONAL FIELDS INCLUDING INFIELDS FOR THE CITY OF SCOTTSDALE AND ITS SCHOOL DISTRICT.

3.2 Explain proposed crew sizes and personnel replacement.

CREW SIZE 1 AND PERSONNEL REPLACEMENT 1

4.0 Local Knowledge/Additional Information

4.1 Offeror's proposal shall identify the Offeror's familiarity with the City of Scottsdale local environment, economy, and other local issues pertinent to this industry/contract requirements, which enhance your qualifications to successfully provide the services of this contract.

I PERSONNALLY HAVE BEEN PROVIDING LASER GRADING SERVICES FOR THE CITY OF SCOTTSDALE FOR 15 YEARS PRESENTING ME WITH EXPERIENCE, KNOWLEDGE AND FAMILIARITY OF THE CITY ENVIROMENT INCLUDING SCOTTSDALE STADIUM AND INDIAN SCHOOL FIELDS, SCHOOL PROPERTIES AND RECREATIONAL FIELDS.

5.0 Exceptions

5.1 Offeror shall include all exceptions taken in regard to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified in their submittal document. Exceptions taken by the Offeror shall be used in the evaluation process. If the Offeror does not indicate exceptions in their submittal document this will signify to the City that the Offeror is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.

NONE



6.0 Other Attachments

6.1 Resume: Don Bare

6.2 Contractor's License

6.3 Addition to Pricing Proposal Form

6.4 Equipment List

7.0 Required Forms

Offer/Acceptance Document (COS Form)

Pricing Proposal Form (COS Form)

Bidder Questionnaire Form - Company Information (COS Form)

Bidder Questionnaire Form – Equipment List (COS Form)

Reference List (COS Form)

Subcontractor List (COS Form)

General Disclosure Form (COS Form)

Litigation Disclosure Form (COS Form)

RESUME

DON BARE

2733 s. Las Flores Mesa, Arizona 85202
480 766-2171

info@barecosport.com · barecosport.com

15 years of laser grading experience throughout the Phoenix Metropolitan area and the Southwest. Providing laser grading services to Little League Organizations to Professional Baseball stadiums and Spring Training Facilities. In depth knowledge and experience in turf grass management and laser grading provides professional results with every task assigned.

EXPERIENCE

OCTOBER 2016 TO PRESENT

PRESIDENT, BARECO SPORTS TURF SOLUTIONS, INC.

Owner and Operator of all laser grading operations, including sales, marketing and invoicing. Continuing to expand customer base with value and professional results.

MARCH 2005 TO OCTOBER 2016

VICE PRESIDENT, BARKSHIRE LASER LEVELING ARIZONA, INC.

PARTIAL OWNER AND FULLTIME OPERATOR OF ALL LASER GRADING OPERATIONS, INCLUDING SALES AND MARKETING. EXPANDED CUSTOMER BASE FROM 12 TO OVER 200

SEPTEMBER 2000 TO OCTOBER 2005

ASSISTANT AND GOLF COURSE SUPERINTENDENT,

THE ESTANCIA GOLF CLUB, SCOTTSDALE, ARIZONA

ASSISTANT GOLF COURSE SUPERVISING 38 PERSON CREW IMPLEMENTING TURFGRASS MANAGEMENT STRATEGIES AND COURSE PREPERATION FOR GOLF. AS SUPERINTENDENT RESPONSIBLE FOR TURF MANAGEMENT STRATEGIES, BUDGETING, PERSONNEL AND PROCUREMENT. SATISFY MEMBERSHIP.

EDUCATION

1998 TO 2000

TURF GRASS MANAGEMENT DEGREE, COLLEGE OF THE DESERT

Top of the Class. Pursued for Internship at a PGA Tournament Golf Course

1976 – MAY 1998

UNITED STATES NAVY, LEARDERSHIP AND DILIGENT JOB COMPLETION

Gulf War, Operation Desert Storm and Operation Desert Shield

SKILLS

- Successful business owner
- Managed The Estancia Golf Club course operations and crew of 38.
- Turf grass manager for 5 years
- Understanding of complex laser set-up to complete difficult multiple surface interface for seamless unions.

ACTIVITIES

Enjoy donating my laser grading services to disadvantaged schools and young kids' sports clubs that do not have the financial means to play on safe fields.

Visit **OpenBooks** (<https://openbooks.az.gov>)

Ombudsman-Citizens Aide (<https://www.azoca.gov>)

Get the facts on **COVID-19** (<https://azdhs.gov/preparedness/epidemiology-disease-control/infectious-disease-epidemiology/index.php#novel-coronavirus-home>)

AZ.Gov (<https://az.gov/search/>)



(<https://az.gov>)

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/lars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms ([/terms](http://roc.az.gov/terms)).

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR **BARECO SPORTS TURF SOLUTIONS LLC** LICENSE NUMBER ROC 212714

MONDAY NOVEMBER 09, 2020 02:11:01 PM

CONTRACTOR

NAME / ADDRESS / PHONE

Bareco Sports Turf Solutions LLC

2733 S Las Flores
Mesa, AZ 85202-7248
Phone: (480) 777-5133

STATUS / ACTION

Active

LICENSE

CLASS & DESCRIPTION

Specialty Dual CR-5 As Restricted by the Registrar*
Restricted by Registrar

FINAL GRADING AND SOD APPLICATION

ENTITY TYPE

Corporation

ISSUED / RENEWAL

First Issued: 2005-10-23

Renewed Through: 2021-10-31

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Donald Daniel Bare
Position: Current/Most Recent QP

Name: Donald Daniel Bare
Position: Qualifying Party
Other Positions: OFFICER

Name: Betty M Mallory
Position: FORMER Officer

Disassociation Date: 2016-10-27

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

CLOSED CASES

0
Open Cases i

0
Disciplined Cases i

0
Resolved / Settled Cases i

BOND INFORMATION

[How to collect from a license bond \(https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect\)](https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect)

Bond Type: **SURETY**

Bond Number: **AZ417729**

Effective Date: **2017-02-17**

Bond Company: **MERCHANTS BONDING COMPANY (MUTUAL)**

Amount: **\$ 0.00**

Paid: **\$ 0.00**

Available: **\$ 6750.00**

Status: **ACTIVE**



ADDITIONAL PRICING PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>YOUR COST PER SQUAREFOOF/ACRE</u>
C	TOP DRESS GRADING	.10/4356
D	WARNING TRACK FLOAT	.09/3920
F	INFIELD RIP	.04/1742

ADDITIONAL INFORMATION

BARECO SPORTS TURF SOLUTIONS, INC AND FX TURF SPECIALIST HAVE WORKED TOGETHER ON LARGE SPORTS FIELD RENOVATION PROJECTS IN THE PAST 10 YEARS. OUR COORDINATION, PLANNING AND EXICUTION BETWEEN THE TWO COMPANIES HAS BEEN SEAMLESS PROVIDING EXCELLENT RESULTS.

THANK YOU FOR YOUR TIME AND CONCIDERATION OF THIS PROPOSAL!



OFFER AND ACCEPTANCE

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

SOLICITATION # 21RP006 **SOLICITATION TITLE:** SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS

OFFER

TO THE CITY OF SCOTTSDALE:

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

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

OFFER MADE - COMPANY INFORMATION

FOR CLARIFICATION OF THIS OFFER, CONTACT:

BARECO SPORTS TURF SOLUTIONS, INC.			DONALD D. BARE	
Company Name			Printed Name	
2733 S. LAS FLORES			PRESIDENT	
Address			Title	
MEGA	ARIZONA	85202	480 766-2171	
City	State	Zip	Phone	
		11/06/2020	480 777-5030	INFO@BARECSPORT.COM
Signature for Offeror		Date	Fax	E Mail
DONALD BARE PRESIDENT				
Printed Name and Title of Authorized Signatory			Address (if different from Company info)	
202295593				
Federal Employer Tax ID # or SSN as per W9 Statement			City, State, Zip (if different from Company info)	

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

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

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

The contract consists of the following documents: 1) Solicitation # 21RP006 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment _____, dated _____.

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

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

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation Offer Accepted and Awarded this _____ day of _____, 20____

Risk Management issues reviewed and approved as to form _____, 20____ by City of Scottsdale Risk Management Director

Robert Schoepe, Purchasing Director, CPM

Recommended award approved _____, 20____ by City of Scottsdale Contract Administrator

Or Designee _____ As City of Scottsdale Purchasing Director

PRICING PROPOSAL FORM – PAGE 1 of 2



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS

RFP #21RP006

ITEM	DESCRIPTION	ESTIMATED SQUARE FEET ANNUALLY	YOUR COST PER SQUARE FOOT TIMES 'ESTIMATED SQUARE FEET ANNUALLY' EXTENDED TOTAL COST PER SQ. FOOT = ANNUAL COST
A	Dual slope laser grading on sport fields per acre [Professional Baseball]	75,000	75,000 square feet times your (contract bid price) of \$ <u>.13</u> per square foot equals an annual cost of \$ <u>9750</u> .-A-
B	KORO Tractor	20,000	20,000 square feet times your (contract bid price) of \$ <u>.12</u> per square foot equals an annual cost of \$ <u>2400</u> .-B-
TOTAL BASE BID			A + B = \$ <u>12,150</u>

YOUR COMPANY NAME: BARECO SPORTS TURF SOLUTIONS, INC

PLEASE REFER TO ADDITIONAL SERVICES PRICING ATTACHMENT.

PRICING PROPOSAL FORM – PAGE 2 of 2



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS

RFP #21RP006

****TAXES**

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

DELIVERY DESTINATION

Delivery Location: Various locations within the City of Scottsdale

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within _____ days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

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

NO BID: If no bid please state reason:

If Applicable, Contractor's License Number and Classification: 212714 CR-5 FINAL GRADING AND SOD APP.

YOUR COMPANY NAME: BARECO SPORTS TURF SOLUTIONS, INC.

BIDDER QUESTIONNAIRE – COMPANY INFORMATION



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS

RFP #21RP006

COMPANY INFORMATION

Company Local Office Physical Address 2733 S. LAS FLORES MESA, AZ 85202
Office Daytime Phone Number 480 777-5133
Office Fax Number 480 777-5030
Telephone Ordering Phone Number(s) INFO@barecosport.com
Company Email Address 6 AM - 9 PM
Company Operating Hours (Monday – Friday) 6 AM - 9 PM
Company Hours (Saturday) _____

NAME OF MAIN CONTACT

(assigned to this contract)

DON BARE
Office Phone Number of Main Contract 480 777-5133
Cellular Phone Number of Main Contact 480 766-2171
Email of Main Contact INFO@barecosport.com

NAME OF COMPANY MANAGER

KIMBERLY BARE
Office Phone Number of Company Manager _____
Email of Company Manager INFO@barecosport.com
After Hour/Emergency Phone Number(s) 480 766-2171
480 768-1610

Signature

Printed Name: DON BARE

Title PRESIDENT

Company BARECO SPORTS TURF SOLUTIONS, INC.

BIDDER QUESTIONNAIRE – EQUIPMENT LIST



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS

RFP #21RP006

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

SEE ATTACHMENT

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

SEE ATTACHMENT

Contractor's Physical Address

SEE ATTACHMENT

Contractor's Mailing Address

SEE ATTACHMENT

YOUR COMPANY NAME: BARECO SPORTS TURF SOLUTIONS, INC.



EQUIPMENT LIST

List all equipment you intend to use in the performance of this contract.

2018 John Deere 3039R Compact Utility Tractor a small wheelbase tractor with a laser controlled hydraulic grading system that automatically control the blade of the land leveler to precisely grade the surface to eliminate all undulations tending to hold water. The laser controlled grading system consist of a laser sending unit that emits an infrared beam of light capable of traveling up to one half mile in a straight line. The laser sending unit rotates the laser beam 360 degrees covering a diameter of approximately one (1) mile to create a reference plane over the entire work area. The sending unit is capable of operating flat, single slope, or dual slope at up to ten degrees in two directions.

2019 Custom Designed independent land leveler box blade with a receiver mounted on the grading leveler blade that senses the infrared beam of light and converts it to an electrical signal. The electrical signal is directed by a computer to activate an electric hydraulic valve. The hydraulic valve shall be capable of raising and lowering the blade of the leveler blade several times a second to keep it following the infrared beam. This is accomplished automatically without the operator touching the hydraulic controls. Manually operation of this system is excellent for floating surfaces not needing laser controlled perfection, like, top dress grading, baseball/softball warning tracks, walkways, common areas with D.G..

Complete list and description of vehicles to be used on the site. Include vehicle license plate numbers.

2020 Chevrolet Silverado 2500H, White, Crew Cab, License Plate # BARECO, AZ.

Big Tex Trailer 16' Black, Pipe Railing, License Plate # 58730H, AZ.

Contractors Physical and Mailing address.

2733 S. Las Flores Mesa, Arizona 85202

REFERENCES



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS
RFP #21RP006

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

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

Company Name: MILWAUKEE BREWERS MARYVALE BASEBALL PARK
Company Address: 3805 N. 53RD AVE.
City/State/Zip: PHOENIX, ARIZONA 85031
Contact Person: MATT RAMIREZ Telephone #: 602 531-6337
Email: MATT.RAMIREZ@brewers.com Date of Service: 2017 TO PRESENT
Type of Service Provided: INFIELD AND WARNING TRACK LASER GRADING.

Company Name: CITY OF SUPRISE
Company Address: 15960 N. BULLARD AVE.
City/State/Zip: SUPRISE, ARIZONA 85374
Contact Person: TODD WUELLNER Telephone #: _____
Email: TODD.WUELLNER@SUPRISEAZ.GOV Date of Service: 2017 TO PRESENT
Type of Service Provided: ENTIRE FIELD LASER GRADE, SOFTBALL INFIELD LASER GRADE

Company Name: CHICAGO CUBS SPRING TRAINING SLOAN PARK
Company Address: 2510 W. RIO SALADO PARKWAY
City/State/Zip: MESA, ARIZONA 85201
Contact Person: JONATHAN KNIGHT Telephone #: 480 668-4594
Email: JKNIGHT@CUBS.COM Date of Service: 2013 TO PRESENT
Type of Service Provided: INFIELD LASER GRADING, FLOAT WARNING TRACK

YOUR COMPANY NAME: BARECO SPORTS TURF SOLUTIONS, INC.

REFERENCES



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS
RFP #21RP006

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

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

Company Name: TEMPE DIABLO STADIUM COMPLEX

Company Address: 2200 W. ALAMEDA DR.

City/State/Zip: TEMPE, ARIZONA 85282

Contact Person: MIKE CLARK Telephone #: 562 841 7552

Email: MICHAEL_CLARK@tempe.gov Date of Service: 2010 TO PRESENT

Type of Service Provided: FINAL GRADING FIELD RENOVATION, INFIELD LASER GRADING

Company Name: ARIZONA STATE UNIVERSITY OFFICE OF STADIUM MANAGEMENT

Company Address: PO. BOX 872505

City/State/Zip: TEMPE, ARIZONA 85287

Contact Person: JON LARSON Telephone #: 720 643 0918

Email: JONATHAN.P.LARSON@ASU.EDU Date of Service: 2016 TO PRESENT

Type of Service Provided: SOFTBALL AND BASEBALL INFIELD LASER GRADING

Company Name: UNIVERSITY OF ARIZONA FACILITIES MANAGEMENT

Company Address: 1730 N. VINE AVE.

City/State/Zip: TUCSON, ARIZONA 85719

Contact Person: DARREN CRISWELL Telephone #: 520 626 3003

Email: DCRISWELL@email.ARIZONA.EDU Date of Service: 2010 TO PRESENT

Type of Service Provided: SOFTBALL, BASEBALL INFIELD LASER GRADE
BEACH VOLLEY BALL COURTS(5)

YOUR COMPANY NAME: BARECO SPORTS TURF SOLUTIONS, INC.

SUBCONTRACTOR'S LIST



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS
RFP #21RP006

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

NAME: EX TURE SPECIALISTS LICENSE: _____
ADDRESS: 2925 E. RIGGS RD STE 8-169 CHANDLER, AZ 85249
CONTACT PERSON/TELEPHONE#: GARRY ROEPKE (602) 604-5940
EMAIL ADDRESS: AERIFYFX@GMAIL.COM
EXTENT OF WORK: ALL KOROING WORK AS SPECIFIED IN THIS PROPOSAL

NAME: _____ LICENSE: _____
ADDRESS: _____
CONTACT PERSON/TELEPHONE#: _____
EMAIL ADDRESS: _____
EXTENT OF WORK: _____

NAME: _____ LICENSE: _____
ADDRESS: _____
CONTACT PERSON/TELEPHONE#: _____
EMAIL ADDRESS: _____
EXTENT OF WORK: _____

NAME: _____ LICENSE: _____
ADDRESS: _____
CONTACT PERSON/TELEPHONE#: _____
EMAIL ADDRESS: _____
EXTENT OF WORK: _____

YOUR COMPANY NAME: BARECO SPORTS TURF SOLUTIONS, INC.

BIDDER GENERAL DISCLOSURE FORM



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS

RFP #21RP006

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

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

YES

NO

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

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

YES

NO

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

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

YES

NO

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

Don Bare
Signature

DON BARE
Printed Name

PRESIDENT
Title

11/16/2020
Date

YOUR COMPANY NAME: BARECO SPORTS TURF SOLUTIONS, INC.

BIDDER LITIGATION DISCLOSURE FORM



SPECIALTY GRADING FOR PROFESSIONAL BASEBALL FIELDS
RFP #21RP006

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

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

YES

NO

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

YES

NO

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

YES

NO

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

Don Bare
Signature

PRESIDENT
Title

DON BARE
Printed Name

11/16/2020
Date

YOUR COMPANY NAME: BARECO SPORTS TURF SOLUTIONS, INC.



2733 S. LAS FLORES
MESA, AZ 85202

CITY OF SCOTTSDALE
FORMAL REQUEST FOR PROPOSAL
RFP # 21RPO06
SPECIALTY GRADING FOR
PROFESSIONAL BASEBALL FIELDS



City of Scottsdale
Purchasing Office

alternate
 solicitation?

Receipt of:

SOLICITATION # 21RPO06

COMPANY NAME: Bareco

RECEIVED BY: [Signature]

DATE/TIME STAMP

Direct all invoices to:
City of Scottsdale
Attn: Accounts Payable
7447 E. Indian School Rd.
Ste 210
Scottsdale, AZ 8251
Phone (480) 312-2432

CITY OF SCOTTSDALE



PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258
Phone (480) 312-5700
Fax (480) 312-5701

**City of Scottsdale Formal Solicitation Instructions to Bidders
(Attachment A)**

1. Submittal Receipt and Opening

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

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

2. Purchasing Department Hours and City Observed Holidays

The Purchasing Department is open Monday through Friday 8:00 a.m. to 4:00 p.m. City holiday time frame will be 6:00 p.m. the eve of the holiday until 6:00 a.m. on the day after the holiday. City holidays that occur on a weekend day may be observed on the adjacent working week day. City holidays include but are not limited to the following:

- | | |
|---------------------------|--|
| a. New Year's Day | January 1st (or Friday before or Monday after) |
| b. Martin Luther King Day | 3rd Monday in January |
| c. President's Day | 3rd Monday in February |
| d. Memorial Day | Last Monday in May |
| e. Independence Day | July 4th (or Friday before or Monday after) |
| f. Labor Day | 1st Monday in September |
| g. Veteran's Day | November 11 (or Friday before or Monday after) |
| h. Thanksgiving Day | 4th Thursday in November |
| i. Day after Thanksgiving | 4th Friday in November |
| j. Christmas Day | December 25th (or Friday before or Monday after) |

3. Pre-Bid Conference

If applicable the Pre-Bid Conference time, date and location will be stated in the CRITICAL DATE section of a solicitation. All bidders are urged to attend.

4. Mandatory Pre-Bid Conference

If applicable the mandatory Pre-Bid Conference time, date and location will be stated in the CRITICAL DATES section of a solicitation. This mandatory Pre-Bid Conference is open to all the public and all individuals in attendance will be required to sign in on the mandatory Pre-Bid Conference sign-in sheets. Companies planning to submit a bid **must** have a company employee physically present at the Pre-Bid Conference. **ONLY** bids received from companies that physically attended and signed in at the mandatory Pre-Bid Conference will be considered responsive. This will be the **ONLY** visit provided.

5. Information Requests

Requests for additional information relating to this bid should be directed to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation.

6. Solicitation Questions

The Bidder shall submit all questions, requests for clarification and inquiries in regard to this solicitation to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation by the deadline for questions stated in the CRITICAL DATES section of a solicitation. It is preferred that all questions be submitted via email to the appropriate Purchasing Staff. When submitting any questions, the Bidder should indicate the page number, Section Number/Clause, Title and if possible, paragraph number that is being questioned.

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

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

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

Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing Staff to determine if a response would be advantageous for the City.

7. Approved Alternates (If applicable will be stated in the CRITICAL DATES section of a solicitation)

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

- a. The Bidder shall submit a written Request for Alternate to the staff member identified in the SOLICITATION INFORMATION REQUEST section of a solicitation by the deadline for Approved Alternates stated in the CRITICAL DATES section of a solicitation. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with solicitation number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division no later than the deadline for submitting APPROVED ALTERNATE as stated in the CRITICAL DATES section of a solicitation. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

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

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.

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

8. Environmental Procurement Policy

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

9. Purchasing Web Site

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

10. Downloading Solicitations

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

You must download the solicitation from the Purchasing web site at <https://eservices.scottsdaleaz.gov/Solicitations/Solicitation> in order to be automatically notified of associated addenda.

11. Email Notification

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

12. City of Scottsdale Procurement Code

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

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

13. Prospective Bidder's Conference

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

14. Bidder's Presentation

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

15. Ineligible Bidder

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

16. Obligations

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

17. Non-Collusion Affidavit

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

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

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

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

18. Immigration Law Compliance

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

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

19. Lawful Presence in The United States for Persons

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

A PERSON is defined as all-NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W-9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City, you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON, you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of

your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. Birth Certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit Form that the City will send to you for your completion prior to issuing any Contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable document, please indicate the date of submission. An acceptable Affidavit already on file with the City will be sufficient to meet this requirement.

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

20. Taxes/Licenses

Federal Excise Taxes:

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

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

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

Transaction Privilege (Sales) Taxes on the City:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Contractor's Licensing Requirements

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

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

22. Litigation

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

23. Subcontractor's List

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

24. Subcontractors

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

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

25. Confidential Information

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

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

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

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

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

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

26. Small Business

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

27. Title Vi Notice

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

28. Interpretations, Addenda

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

Should a Bidder find an ambiguity, inconsistency or error in the applicable Plans or Specifications, or should it be in doubt as to their meaning, it shall at once notify the contact person listed on page one of

this solicitation, who will prepare a written addendum if warranted. The City shall not be responsible for oral instructions or information.

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

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

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

29. Submittal Procedure

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

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

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

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

If submitted by mail, Bidder shall be responsible to ensure that the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted.

LATE SUBMITTALS WILL NOT BE CONSIDERED.

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

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

At any time prior to the specified solicitation due time and date, a Bidder may withdraw the bid.

Faxed withdrawals will not be considered.

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

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

30. Donations

If you intend to submit a bid or proposal, to avoid the appearance of impropriety, you shall not make any donation of goods or services to the City during the bid or proposal process.

31. Award Determination

a. For the Award of an Invitation for Bids (IFB)

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

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

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

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

b. For the Award for Request for Proposals (RFP)

Responsive proposals will be evaluated based on the evaluation criteria established within the solicitation document. Various elements of the proposal submittal will be reviewed and evaluated against the solicitation requirements. There may or may not be a requested presentation from the top proposals to further understand their proposal and how it responds to the solicitation requirements. Proposers should not assume there will be an opportunity for presentations and should therefore make their proposal submittals comprehensive in response to the solicitation requirements.

Upon conclusion of all of the evaluations, a recommendation is made to award to the Proposer that best meets the City's needs and provides the best value to the City.

Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:

- (1). Waive any immaterial defect or informality; or
- (2). Reject any or all Proposals, or portions thereof; or
- (3). Reissue a Request for Proposal.
- (4). To award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

32. Rejection of Bids

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

33. Protests

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

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

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

A protest must be in writing and shall:

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

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

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

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

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

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

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

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

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

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

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

34. Contract Award Notification

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

<https://eservices.scottsdaleaz.gov/Solicitations/Solicitation/Status>

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

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

35. Award of Contract

a. When Awarded by Offer and Acceptance Agreement:

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

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

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

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

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

b. When Awarded by Attached Contract:

A signed response to a Request for Proposal OR Invitation for Bid is an offer to Contract with the City based upon the Terms, Conditions, Scope of Work and Specifications contained in the City's solicitation and the sample Contract attached to a solicitation. Contract may be administratively, or Council awarded per solicitation requirements.

➤ Administrative Awarded Contract:

A Contract will be formed when the Purchasing Director awards the Contract executed by the City and the selected Offeror.

➤ Council Awarded Contract:

A Contract will be formed when the City of Scottsdale City Council awards the Contract executed by the City and the selected Offeror.

Once the City has awarded the Contract, the Offeror is required to provide all additional Bonds and/or Insurance Certificates and other documentation required to issue the purchase order; within ten (10) calendar days after award. If the Offeror fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

36. Bid Bond (If applicable will be stated in the Special Terms & Conditions section of a solicitation)

Each bid must be accompanied by a cashier's check made payable to the order of City of Scottsdale in the sum of not less than 10% of the total bid, or a bond with sufficient sureties to be approved by the City in a sum equal to 10% of the total bid, and naming City of Scottsdale as obligee. Bid Security will be returned to all but the two lowest responsible and responsive bidders after the Intent to Award has been posted, and the remaining securities returned within fourteen (14) days after final execution of contract.

Each bond shall be executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona issued by the Director of the State Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bonds shall not be executed by an individual or personal surety or sureties. Additionally, the surety company issuing any bond shall have an A.M. Best Company Inc. Financial Strength Rating of not less than "A-VI".

Direct all invoices to:
City of Scottsdale
Attn: Accounts Payable
7447 E. Indian School Rd.
Ste 210
Scottsdale, AZ 8251
Phone (480) 312-2432

CITY OF SCOTTSDALE



PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258
Phone (480) 312-5700
Fax (480) 312-5701

City of Scottsdale Formal Solicitation General Terms & Conditions (Attachment B)

1. Additional Service Requested

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

2. Advertising

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

3. Arizona Law

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

4. Assignment

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

5. Attorney's Fees

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party an award of reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued on the commencement of such action.

6. Authority

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

7. Cancellation of City Contracts – Conflict of Interest

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

8. Captions/Headings

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

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

9. Certificate of Insurance

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

10. Changes in The Work

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

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

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

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

11. Chemicals

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

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

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

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

12. Compliance with Federal and Arizona State Immigration Laws

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

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

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

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

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

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

13. Compliance with Federal and State Laws

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

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

14. Contract Administrator Duties

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

15. Contractor on Site Safety Reporting Requirements

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

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

the CA will provide this information to Risk Management when requested.

16. Co-Op Use of Contract

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

17. Counterparts

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

18. Endangered Hardwoods

The project shall not utilize any endangered wood species prohibited by A.R.S. § 34-201(J).

19. Entire Agreement

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

20. Equal Employment Opportunity

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

21. Estimated Quantities

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

22. Execution of Contract

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

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

23. Force Majeure

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

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

24. Funds Appropriation

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

25. Indemnification

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, U.S. Bureau of Reclamation (if applicable per solicitation

insurance requirements stated in the Special Terms & Conditions section of the each solicitation), its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Contractor in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

26. Independent Contractor

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

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

27. Israel Boycott Prohibition

By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

28. Litigation

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

29. Local Conditions, Rules and Regulations

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

30. Modifications

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

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

31. No Preferential Treatment or Discrimination

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

32. No Waiver

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

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

33. Order of Precedence

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

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

34. Patents / Intellectual Property

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

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

35. Payment Terms

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

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

36. Price Reduction

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

37. Records and Audit Rights

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

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

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

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

38. Registered/Licenses

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement for the nature of the work contemplated by this Contract.

39. Request for Taxpayer I.D. Number & Certification Irs W-9 Form

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

40. Risk of Loss

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

41. Scottsdale City Seal and City Symbol

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

42. Severability

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

43. Successors and Assigns

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City. Any assignment made in contravention of this section shall be considered void.

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

44. Termination

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

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

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

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

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

45. Testing of Materials

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

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

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

46. Time is of the Essence

Time is of the essence with respect to the dates and times contained in the Contract documents.

47. Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services

furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know, the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

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

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TURF EQUIPMENT SOURCE, LLC**

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and the City of Scottsdale cooperative purchasing agreement, Contract Number 21RP006, the City is retaining Turf Equipment Source LLC, for landscape services for ballfields in our city parks that include: laser-based landscape grading, top-dress grading, aerating, fertilization, and renovations of the ballfield turf through the use of specialty equipment that improves the transitions of the ballfields. Work will be done at the following sports complexes: Paseo, Foothills, and Sahuaro Ranch. It will also include other recreational ballfields located throughout the City, on an as-needed basis.

**CITY OF GLENDALE
EXHIBIT C**

AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM

This Addendum to the Parties' Agreement (the "Agreement")(City Contract #C-_____) is entered into this ___ day of _____, 2022, (the "Effective Date") by and between City of Glendale, an Arizona municipal corporation ("City") and (Name of Business), a(n) (Business entity type) ("Contractor")

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Glendale by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to the Contractor, according to the City's Award Terms and Conditions signed on August 24th, 2021, and according to ARPA and its implementing regulations, and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a. through e. above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment. (applies to all purchases.)**

A. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

B. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. **Access to Records. (applies to all purchases.)**

A. The Contractor agrees to provide the City of Glendale, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy

excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

B. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

C. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Glendale and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

D. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. **Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. **Procurement of Recovered Materials: (applies only if the work involves the use of materials)**

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TURF EQUIPMENT SOURCE, LLC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method: City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit A.

Payment: Contractor shall be paid upon completion of the work performed based on the scope of work included herein and following the City's receipt of a properly completed invoice. All work and services performed must be completed to the satisfaction of the City of Glendale.

Invoicing: Contractor to submit invoice(s) monthly to City for payment. Invoice(s) to be paid in a timely manner in accordance with City of Glendale Finance Department procedures. Services to be based on the scope of work included herein and the quote provided by Contractor. Any issues regarding billing or invoicing must be directed to the City of Glendale representative requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, the following:

- a. Parks Project Name
- b. Parks Project Number
- c. Contractor name, address, and contact information;
- d. City billing information;
- e. City contract number as listed on the first page of the Agreement;
- f. Invoice number and date;
- g. Payment terms;
- h. Date of service or delivery;
- i. Description of materials or services provided;
- j. If materials provided, the quantity delivered and pricing of each unit;
- k. Service address(es), contract number, and purchase order associated with the contract;
- l. Applicable taxes;
- m. Total amount due

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$276,000 for the entire term of the Agreement (initial term plus any renewals).

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Scottsdale's Cooperative Purchasing Agreement Contract#: 21RP006 for Specialty Grading for Professional Baseball Fields.

Projects shall be quoted in writing and shall be reviewed by an authorized City of Glendale representative who shall verify that it meets the contractual pricing before any work begins.

Once the project has been completed, Contractor shall provide a detailed invoice to the City of Glendale. All invoices must match the quote provided and be confirmed by the City of Glendale authorized representative prior to paying.

No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement.