

**AGREEMENT FOR
LANDSCAPING SERVICES - GRPSTC
City of Glendale Solicitation No. RFP 26-22**

This Agreement for Landscaping Services - GRPSTC ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Brightview Landscape Services, Inc., an Arizona corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2026.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 26-22 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$300,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **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.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **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.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Brightview Landscape Services, Inc.
c/o Jon Berg
10237 N El Mirage Rd.
El Mirage, AZ 85335
jon.berg@brightview.com
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anne Shadle
5850 W Glendale Ave
Glendale, Arizona 85301
(623) 930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Brightview Landscape Services, Inc.,
an Arizona corporation

By: Jon Berg
Its: Vice President & General Manager

EXHIBIT A
LANDSCAPING SERVICES - GRPSTC
PROJECT

Contractor shall provide landscaping services as per the scope of work in RFP 26-22.



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 26-22

ONLINE BID NUMBER: 42600039

TITLE: LANDSCAPING SERVICES (GRPSTC)

PUBLISHED DATE: JANUARY 28, 2026

QUESTION DEADLINE: FEBRUARY 12, 2026, 2:00 PM Local Arizona Time

PRE-OFFER CONFERENCE: FEBRUARY 10, 2026, 2:00 PM Local Arizona Time
11550 W Glendale Ave, Glendale, AZ 85307
Room 112
Attendance is NOT required

SITE VISIT: To follow the Pre-Offer Conference
Offerors are strongly encouraged to attend the site visit

OFFER DUE: FEBRUARY 20, 2026, 2:00 PM Local Arizona Time
Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System](#).
NOTE: This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.

CONTACT: Anne Shadle, Procurement Officer
Purchasing-Procurement Division
623-930-2864
ashadle@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.

For vendor convenience we have identified the commodity codes used in this solicitation on this page. (A Commodity Code is a universal classification for identifying commodities and services in procurement systems). **The commodity code(s) used in this solicitation are:** 98852, 90656



City of Glendale
Solicitation Number: RFP 26-22/42600039
Landscaping Services - Glendale Regional Public
Safety Training Center (GRPSTC)

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

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Required Submittal Documents

- 1. Response Workbook** – To be completed by Offeror and submitted as their response.
- 2. Pricing Workbook** – To be completed by Offeror and submitted as their response.



City of Glendale
Solicitation Number: RFP 26-22/42600039
Landscaping Services - Glendale Regional Public
Safety Training Center (GRPSTC)

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

1. INTRODUCTION

The city of Glendale is seeking proposals from experienced firms (Contractors) who practice accountability and have the capacity to provide a variety of landscaping services. The scope of services ranges from standard landscaping maintenance such as mowing and raking, to other duties like trash/litter removal, pruning and trimming, irrigation repair, weed abatement, planting and replacement of damaged plants and aeration and fertilization.

2. SPECIFICATIONS

There are approximately 56 acres of land at GRPSTC, approximately 45 acres of which need landscaping services.

3. SCOPE OF WORK

3.1 EACH VISIT, CONTRACTOR SHALL:

- 3.1.1 Call when staff arrive at the site and when the work is complete.
- 3.1.2 State what work was done during the visit.
- 3.1.3 If something is seen that needs repair, please let the city contact know when calling at the completion of the visit.
- 3.1.4 Contractor will submit a quote for the repair.

3.2 AT A MINIMUM OF EVERY TWO WEEKS, CONTRACTOR SHALL:

- 3.2.1 Conduct a site inspection and submit an inspection report after every visit to firedept@glendaleaz.com, attention Chief Scott.
- 3.2.2 Weed and sweep sidewalks.
- 3.2.3 Prune shrubs every two weeks or more if needed to provide the required sight visibility lines and clearance for all walkways and parking areas.
- 3.2.4 Rake out all decomposed granite areas.
- 3.2.5 Blow/vacuum leaves and turf clippings (no blowing on high pollution days)
- 3.2.6 Monitor, maintain and repair the irrigation system every two weeks or as needed. Manage the irrigation system for seasonal changes while maintaining city drought guideline standards.

3.3 TWICE A YEAR, CONTRACTOR SHALL:

- 3.3.1 Prune/trim all trees twice a year or as needed to provide the required sight visibility lines and clearance for all walkways and parking areas.
- 3.3.2 Apply Pre- and Post Emergent weed control twice a year or as needed per the requirements listed below:

4. PRE- AND POST EMERGENT REQUIREMENTS

4.1 WEED ABATEMENT - CONTRACTOR SHALL:

- 4.1.1 Weed as per schedule in all areas.
- 4.1.2 Ensure all areas are free of weeds including adjacent sidewalks and curbs.
- 4.1.3 If weed abatement is not performed, the City Contract Monitor(s) may consider the maintenance to be unsatisfactory and the Contractor noncompliant resulting in a penalty as defined below in Section 8.



City of Glendale
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Landscaping Services - Glendale Regional Public
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CITY OF GLENDALE
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Suite 210
Glendale, Arizona 85302

- 4.1.4 Control all landscaped areas with proper mechanical and chemical application, as necessary, to maintain contract areas weed and grass free.
- 4.1.5 Identify the chemicals used including web links to the Safety Data Sheets.
- 4.1.6 Treat all grasses and weeds with appropriate herbicide prior to mechanical removal.
- 4.1.7 Maintain and ensure all assigned areas are weed and grass free, including dead weeds and grass which were chemically treated.
- 4.1.8 Apply all herbicide applications by an Arizona Department of Agriculture Office of Pest Management certified applicator.
- 4.2 CHEMICALS AND PESTICIDES – CONTRACTOR SHALL:
 - 4.2.1 Submit a list of proposed chemicals complete with current Safety Data Sheet (SDS) specimen labels and specific application rates to be used to the Contract Monitor for approval ten (10) days prior to commencement of contract period.
 - 4.2.2 Must allow ten (10) days prior to chemical application for any additions or substitutions of the proposed chemicals.
 - 4.2.3 Not deviate from the approved list without prior written approval of the City Contract Monitor shall be grounds for non-payment and termination of contract.
 - 4.2.4 Use chemicals and pesticides registered with Environmental Protection Agency (EPA) and State of Arizona Office of Pest Management (OPM) approval.
 - 4.2.5 Comply with all federal, state, and local laws, regulations, standards and ordinances pertaining to health, safety and EPA.
 - 4.2.6 Failure to Comply with all federal, state, and local laws, regulations, standards, and ordinances pertaining to health, safety and environmental protection shall be grounds for non-payment and immediate termination of contract.
 - 4.2.7 Ensure any personnel performing the required pest, insect, weed, and disease control services are licensed by the State of Arizona to perform the required services as approved by the State of Arizona OPM.
 - 4.2.8 Provide a list of all certified applicators, copies of licenses, certifications, and up-to-date training certificates when requested by the City.
 - 4.2.9 Track all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the City Contract Monitor.
- 4.3. PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION) – CONTRACTOR SHALL:
 - 4.3.1 Not apply herbicide on windy days when there is a high chance of drifting.
 - 4.3.2 Include an ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications- for pre-emergent chemical applications.
 - 4.3.3 Not use soil sterilant of any type.



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- 4.3.4 Ensure all applications include all decomposed granite, decorative rock and non-landscaped bare areas per label instructions for long-term (12-month) control: one fall application (September – November) and one spring application (April – June) or as designated by the City due to inclement weather.
 - 4.3.5 Assure all trash, litter, debris and all foreign material is cleared from the area prior to application to allow the pre-emergent to make direct contact to the soil.
 - 4.3.6 Water within fourteen (14) days of applying the pre-emergent applications via a water buffalo or a water truck. The water will be provided by the City. The water truck or water buffalo will be at the Contractor's expense.
 - 4.3.7 Obtain pre-emergent certifications for each seasonal application and submit the pre-emergent certifications to the Contract Monitor upon completion.
 - 4.3.8 Track all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water National Pollutant Discharge Elimination System (NPDES) reporting and shall provide information when requested by the City Contract Monitor.
- 4.4 POST-EMERGENT - WEEDS/GRASS – CONTRACTOR SHALL:
- 4.4.1 Not apply herbicide on windy days when there is a high chance of drifting.
 - 4.4.2. Treat all weeds and unwanted grasses with an appropriate herbicide before the weeds and grasses reach a height of three inches (3"). Weeds and grasses must be mechanically or manually removed once the weeds have died from the chemical treatment.
 - 4.4.3. Include an ultra-violet colored dye in an amount to be visible for five (5) days after herbicide applications.
 - 4.4.4. Control dicots, monocots and nut sedge by using herbicide (e.g., Round Up) or other Contract Monitor(s)-approved equal or substitute labeled to kill undesired weeds, plants and grasses per the label instructions in the summer season.
 - 4.4.5. Control weeds in a similar manner (as described above in this section). The use of a 2-4-D broad leaf herbicide is not permitted; the chemical must be approved by Contract Monitor(s) in the winter season.
 - 4.4.6. Not use soil sterilant of any type.
 - 4.4.7. Track and submit all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for Storm Water NPDES reporting and provide information on weekly reports to the City Contract Monitor.



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4. HOW WE CHOOSE

4.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 40% Experience, proven performance, and qualifications
- 25% Method of Approach
- 25% Capacity of Offeror
- 10% Cost

4.2 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

4.3 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

4.4 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

4.5 ADDITIONAL INVESTIGATIONS: The City reserves the right to conduct any additional investigations necessary to evaluate the competence, financial stability, and overall qualifications of any Offeror. This may include, but is not limited to, reviewing past contract performance, verifying financial statements, and assessing the Offeror's ability to successfully fulfill the requirements of this solicitation.

4.6 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

4.7 PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

5. NOTICE OF INTENT TO AWARD

Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. All Offerors recognize and agree that once a Notice of Intent to Award is issued by the City, all documents in the City's Procurement file



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related to this RFP are public records available to any party interested in reviewing them.

6. FILING A PROTEST

Offeror may file a protest regarding the Notice of Intent to Award. To be considered valid, the protest must:

- Be submitted in writing to the Finance Director no later than:
 - Seven (7) calendar days after the protestor knew or should have known the basis of the objection, or
 - Fifteen (15) calendar days after the Notice of Intent to Award has been issued, whichever is shorter.
- Specifically identify the objection to the award;
- Provide the name, address, telephone number and email address of protestant;
- Include the identification of the solicitation or contract number;
- Provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant supporting documentation at the time of filing; and
- Include the form of relief requested.

The Finance Director has the authority to determine if a protest has been submitted timely. Untimely protests will not be considered and will be dismissed.

If a protest is submitted within the required timeframe, the Finance Director will review all information and documentation provided. After consulting with the City Attorney's Office, the Finance Director will issue a written determination indicating whether the requested relief is accepted, rejected, or modified. A final decision will be issued within fourteen (14) business days of receiving the protest. If no decision is issued within this timeframe, the protest will be considered denied.

By submitting a proposal, the Offeror acknowledges and agrees to abide by the City's procedures for bid protests and public record requests.

7. WITHDRAWAL OF PROPOSAL

Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

8. OFFER ERRORS OMISSIONS AND CORRECTIONS

City will not be responsible for any offeror's errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.



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9. COMPETITIVE NEGOTIATIONS

City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

10. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement Division employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

11. PROPRIETARY INFORMATION

Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy.



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The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

12. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal		Complete (✓)
Submission Requirements		
OFFER SHEET (Response Workbook) Offeror Name Offeror Address		
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS		
2. METHOD OF APPROACH		
3. CAPACITY OF OFFEROR		
4. COST (Must be submitted in a separate electronic file)		
COMPLETED PRICING WORKBOOK		
ADDENDUM RESPONSE (if applicable)		
Return of Offer		
Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.		

13. SUBMISSION REQUIREMENTS

For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)



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Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_vss (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. PRE-OFFER CONFERENCE & SITE VISITS

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.



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Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

4. QUESTIONS AND INQUIRIES

Any question related to this Request for Proposal must be submitted in writing to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. **Questions must be submitted in writing via email by 2:00 PM Local Time on or before the date shown on Page 1 of this document.** Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

5. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

6. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

7. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any



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subcontractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

8. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

9. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment based on 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 Subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

10. NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

11. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

12. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Terms and Conditions](#)

- 1. TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
- 2. ALTERNATE OFFERS** Offers submitted as alternates, or based on exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
- 3. ARIZONA CORPORATION COMMISSION (ACC)** As a condition of doing business and prior to contract award, the contractor must be registered with the Arizona Corporation Commission (ACC) and maintain active status.
- 4. EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
- 5. PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
- 6. UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
- 7. OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written or typed. Changes or corrections made on the offer form must be initiated and dated by the individual signing the offer. No corrections will be permitted after the offers have been opened.



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- 8. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 9. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 10. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 11. TERM** The term of the resultant contract shall be for a **two (2)-year initial term**. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement.
- 12. OPTION TO EXTEND** Based on satisfactory Contractor performance, the City, may at its option and upon mutual agreement with the Contractor extend the term of this agreement for an additional **three (3) years renewable on an annual basis, but may not exceed a total term of 5 years**, unless a longer term is approved by the City Council. Contractor shall be notified in writing by the City Finance Director of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 13. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 14. SUBCONTRACTING** The contract or any portion thereof, shall not be subcontracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Subcontractors will be dealt with as workmen and representatives of the contractor.



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- 15. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 16. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 17. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 18. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Finance Director has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
- 19. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no



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obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

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

21. DELAY IN EXERCISING CONTRACT REMEDY Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

22. TAX EXEMPTION The City is not exempt from paying Federal Excise Taxes.

23. ORDER OF PRECEDENCE In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.

24. CHANGES The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Finance Director prior to the institution of the change.

25. PRICE ADJUSTMENTS Price adjustments shall be addressed a minimum of Ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

26. LATE SUBMISSION OF CLAIM The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.



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- 27. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Finance Director. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. Any protest must be submitted to the Finance director no later than: (i) seven (7) calendar days after the date upon which the protestor knew or should have known the basis of its objection; or (ii) 15 calendar days after notice of the intent to award has been issued by the Finance director, whichever is shorter. The notice of intent to award is posted on the City's Procurement Internet [here](#). Untimely protests will not be considered.
- 28. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 29. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 30. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 31. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 32. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 33. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has issued its Notice of Intent to Award.
- 34. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.



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

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

37.VENDOR PERFORMANCE Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City or has been suspended or debarred as provided in the City Code.

38.PERFORMANCE SURETY REQUIREMENTS (if applicable) The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

39.FUND APPROPRIATION CONTINGENCY The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

40.NOTIFICATION OF AWARD The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.



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41. NON-EXCLUSIVITY The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.

42. PROHIBITIONS - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

43. IMMIGRATION LAW COMPLIANCE Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

44. CONTRACT MANAGER The staff member identified as the Contract Manager for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Manager manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Manager is responsible for:

- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor's performance
- c. Handling issues and disputes



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- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

45.FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

46.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.



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- e. In accordance with 2 CFR 200.214, the City of Glendale will verify that the selected vendor is not suspended, debarred, or otherwise excluded from federal contracts by checking the System for Award Management (SAM.gov) prior to award. Offerors are required to ensure that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts.

Additionally, the awarded vendor must maintain compliance with this requirement for the duration of the contract and immediately notify the City of any status changes.

f. **Suspension and debarment policy (Sec.2-152. Code)**

The City reserves the right to suspend or debar any contractor from participating in the bid solicitation process or receiving city contracts, grants, loans, or other financial assistance.

- **Debarment** may last up to three (3) years.
- **Suspension** may last up to twelve (12) months.
- Causes for suspension or debarment include, but are not limited to:
 - Criminal offenses related to contract procurement or performance.
 - Violations of state or federal laws affecting business integrity.
 - Breach of contract or failure to perform.
 - Legal proceedings or investigations impacting responsibility as a contractor.
 - Debarment or suspension by another government entity.

The Finance Director, in consultation with the City Attorney, will determine whether debarment or suspension is in the City's best interest. The affected contractor will receive a written decision outlining the reasons and their right to protest per **Sec. 2-145(e), Code**. For full details, refer to **Sec. 2-152 of the City Code**.



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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) INSURANCE REQUIREMENTS. OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) Minimum Scope and Limits of Insurance: OFFEROR shall provide coverage with limits of liability not less than those stated below.

i) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.”*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$2,000,000.

(1) The policy shall be endorsed to include the following additional insured language: “The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR.” Such additional insured shall be covered



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to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Fidelity Insurance (Crime Bond)

- (1) The policy shall be issued with minimum limits of \$2,000,000.
- (2) The policy shall include coverage for all directors, officers, agents and employees of the Offeror.
- (3) The policy shall include coverage for third party fidelity.
- (4) The policy shall include coverage for theft.
- (5) The policy shall contain no requirement for arrest and conviction.
- (6) The policy shall cover loss outside the premises of the Named Insured.
- (7) The Department shall be endorsed (Blanket Endorsements are not acceptable) as a Loss Payee as our interest may appear.

- v) Professional Liability (Errors & Omissions)** – no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Should include coverage for Plan administration and fiduciary administrative duties. Full description of the Errors & Omissions Coverage provided.

Errors & Omissions are written as Claims Made Policies. If any of the policies provide coverage on a claims-made basis the following shall apply:



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- (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work
- vi) **Cyber Liability** – with limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims-made basis a Retroactive Date must be shown as indicated item v) above.

vii) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

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EXHIBIT 4: AGREEMENT TEMPLATE

C

AGREEMENT FOR

City of Glendale Solicitation No. _____

This Agreement for _____ ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and, an _____, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. _____ (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

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- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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.

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3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$ _____, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the

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Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.



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7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.**
- 8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):
- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
 - b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
 - c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
 - d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
 - e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
 - f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor's and Sub-contractor's Policies, or to examine Contractor



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and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results



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from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 10. **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.
- 11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 12. **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.
- 13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice;

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and

- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

c/o

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o

Glendale, Arizona 85301
(623) 930-

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

- 15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.



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- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a two-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect

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immediately prior to the expiration of the then-current term.

17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page.)

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The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By:
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

By:
Its:

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EXHIBIT A

PROJECT



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EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$.

DETAILED PROJECT COMPENSATION

.

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Offeror to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: Brightview Landscape Services, Inc.

OFFEROR ADDRESS: 10237 N. El Mirage Rd. El Mirage, AZ 85335

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OFFER SHEET (Must be printed, signed and returned upon completion)

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

2/17/ 2026 Brightview Landscape Services,
Inc.
Date Legal Company Name

Jon Berg Vice President & General Manager
Printed Name (Authorized Signatory) Job Title

Offeror Certifies it is a (check only one): ☐ Proprietorship ☐ Partnership ☒ Corporation

jon.berg@brightview.com 10237 N. El Mirage Rd. El Mirage AZ.
85335
Email Address Mailing Street Address

(602) 422-6815
Phone Number City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Jon Berg (602) 422-6815
Contact Name Phone Number jon.berg@brightview.com

FEDERAL TAXPAYER ID NUMBER (Required): 86-0275409

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☐ Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☒ Yes, Number 07347562 Tax Rate: 9.2 **OR** ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest ☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

☒ Exhibit 1 – Special Notices ☒ Exhibit 2 – RFP Standard Terms and Conditions

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☒ **Exhibit 3 – Insurance Requirements**

☒ **Exhibit 4 – Agreement Template**

Jon Berg
Authorized Signature - Print this form and sign above

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REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. EXPERIENCE AND QUALIFICATIONS

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

1.1 Response Company History and Local Presence-

BrightView Landscape Services, a national leader in landscape management and maintenance, with over 140 years of combined experience through its legacy organizations, Brickman Group and Valley Crest. With a strong foundation built on long-term relationships and a commitment to quality service at competitive rates, BrightView has grown to operate 270 offices across 43 states.

Serving Arizona since 1979. Our 5 local branches are dedicated to delivering exceptional landscape maintenance services to a wide range of markets, including municipalities. Our offerings encompass landscape, irrigation, arborist services, forest management, sports turf care, roadway maintenance, and snow management. With extensive expertise in municipal standards, we prioritize proactive communication to ensure seamless, high quality service.

- 1.2. Offeror shall provide names and years of experience of key personnel, names of any subcontractors used and years of experience.

1.2 Response Key Personnel

Alfred Ruelas – Branch Manager | 16 Years Experience

- Oversee daily operations, including maintenance, enhancement, tree care, and office administration. Conducts regular quality inspections to ensure high standards of quality efficiency, and safety.
- Develops and maintains client relationships to exceed expectations.
- Mentors Project Manager in developing management skills and horticulture knowledge
- Ensure staff readiness to deliver industry- leading services.
- SLM Certified

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1.2 Response Cont.

Louis Moreno – Account Manager| 20 Years Experience

- Serves as Liaison between Glendale GRPSTC city contact and BrightView personnel.
- Ensures compliance with scope of work and safety standards.
- Provides reports on landscape operations and Quality Site Assessments.
- Coordinates crew operations and site assessments.
- Develop service schedules and provide leadership and training to crews.
- Inspect site areas weekly and meets with City staff.

Nestor Jimenez– Operations Manager| 12 Years Experience

- Coordinates daily, weekly, and monthly schedules with the Account Manager.
- Work closely with Irrigation Techs, Spray Tech and landscape crews.
- Develops and implements a weed control program in turf and landscape areas to adhere to federal, state and city requirements.
- Ensures proper herbicide and fertilizer application, adhering to safety standards.

Jon Berg – VP General Manager| 25+ Years Experience

- Focuses on improving daily operations, service value, and cost-reduction strategies.
- Recruits and develops managers and field personnel.
- Build and maintain customer relationships to ensure we exceed your expectations.

SLM Certified

Ida Brinkley – Certified Chemical Spray Manager| 15 Years Experience

- Coordinates weed abatement plans with Account Manager and Production Manager.
- Develop detailed pre- and post-emergent schedules.
- Applies herbicides in compliance with federal, state and city requirements.
- Certified Pest Control Applicator (Right-of-Ways, Turf and Ornamental Weed Control)

Tyler McPherson– Tree Care Professional| 8 Years Experience

- Oversee Tree Care services
- Assists in preparing tree care budgets and tree inventory.
- International Certified Arboriculture (ISA) Certified Arborist
- International Certified Society of Arboriculture (ISA) Certified Tree Climber

James Carr – Regional Irrigation Manager| 17 Years Experience

- Oversee irrigation services and conduct irrigation audits
- ABPA-Backflow Prevention Specialist #03-02931

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- IA Landscape Irrigation Auditor, IA Certified Irrigation Technician and US EPA Water Sense Partner
- Certified as ABPA—Backflow Prevention Specialist, IA Landscape Irrigation Auditor, and IA Certified Irrigation Technician.
- Baseline Base Manager, Hunter, Toro, Rainbird and WeatherTRAK Certified

- 1.3. Offeror should provide details of projects undertaken that are of similar nature and size based on the City's Specifications.

1.3 Response

- Town of Gilbert-Landscape maintenance including turf care, weed control, pruning, shrubs and tree care, irrigation repair and weed control for parks and some facilities.
- City of El Mirage-Landscape maintenance including turf care, pruning, irrigation repair, shrubs and tree care for parks, road-ways, and facilities.
- City of Peoria-Landscape maintenance including turf care, weed control, irrigation repair, pruning, shrubs and tree care for parks and road-ways.

- 1.4. Describe your company's experience related to government and commercial contracts for landscape maintenance, detailing tasks such as turf care, pruning, irrigation repair, trash removal, weed abatement, etc.

1.4 Response

Brightview Landscape Services has an extensive record of success performing on contracts for Cities in Arizona holding many current landscape maintenance service contracts with Cities that include shrub and tree care, pruning, weed control and abatement, irrigation services, turf care, debris/trash removal, blowing and raking.

Some of the Cities are:

City of Maricopa- City buildings and street medians Annual Value \$400,000

City of Phoenix- Streets-Annual Contract Value \$500,000

City of Peoria-Right-of Ways & Parks- Annual Contract Value 1.6 million City

of Glendale-Skunk Creek-Annual Value \$78,000

City of Tucson-Roadsides and Medians-Annual Value 2.4 million

City of Tucson-Parks-\$300,000

City of Chandler-Streets 1.1 million refurbishments yearly for past 5 years

City of Chandler-Parks Herbicide \$280,000

City of Mesa-Aquatics Annual Value \$61, 573

Town of Gilbert-Parks & Facilities-Annual Value \$870,000

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- 1.5. Provide three valid references from those who can confirm your experience in providing the services stated within this RFP. The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

1.5 Response- References

City of Chandler Streets Annual Contract-2.8 million
Esgar Garcia-Streets Maintenance Supervisor
esgar.garcia@chandleraz.gov 480 782-3428 | 602 680-5313 Rountine maintenance along roadsides, medians, retentions and neighborhood parks throughout Chandler. Weekly mowing of 57 acres of turf and monthly service of 350 acres of inert areas which includes shrub pruning, tree trimming, irrigation monitoring, weed abatement.

Town of Gilbert Streets Annual Contract \$620,000
Robert Gordon-Street Supervisor ROW
robert.gordon@gilbertaz.gov 480 503-6451 | 480 622-6515
Right-of-Way Routine mainenance, mowing, irrigation monitoring and repair, alley way cleaning, weed control, and tree trimming to 46 acres of landscape areas.

City of Peoria Annual Contract 1.6 million
Chris Calcaterra-Director of Parks and Facilities
chris.calcaterra@peoriaaz.gov 623 764-0660
Landscape enhancements and maintenance throughout all Peoria landscaped areas.

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2. METHOD OF APPROACH

- 2.1. Describe your understanding of the project with a description of how you propose to accomplish the work listed in the Scope of Work.

2.1 Response Understanding of Project-

BrightView will maintain approximately 35 acres of landscaped areas located on approximately 56 acres of the the Glendale Regional Public Safety Training Facility. Services include routine landscape maintenance, mowing and raking, trash and litter removal, pruning and trimming, irrigation repair, weed abatement, planting and replacment of damaged plants, areation and fertilization.

Each visit-Call staff upon arrival and identify what work is to be done.
Identify any needed repairs and inform city.
Call staff once work is complete and leaving the site.
Submit quote for any needed repairs.

Every 2 Weeks (at minimum)-

Conduct through site inspection and submit a report to Chief Scott or other designated City contact.
Weed and sweep sidewalks
Prune shrubs or as needed
Rake out decomposed granite areas
Blow/Vacuum leaves and turf clippings (no blowing on high pollution days)
Irrigation-monitor, maintain and repair irrigation making seasonal adjustments as needed. Maintain city drought guideline standards.

Twice a year or as needed-

Prune all trees as needed to maintain the required heights for sight visibility, drive areas, and clearance for all walkways and parking areas.
Apply Pre- and Post Emergent weed control,

Weed Control and Maintenance-

-Weed all designated areas according to established schedule. This includes sidewalks and curbs..
-Use of mechanical and chemical treatments to maintain weed free, and grass free designated areas. Remove dead vegetation.

Chemical and Pesticide Use-

-Sumbit detailed list of approved chemicals and application schedule to city contract monitor for approval. Chemicals used to be EPA approved and Arizona approved. All Brightview applicators will be licensed by the Arizona Office of Pest Management.

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-Brightview will comply with all federal, state, and local laws and will maintain records of tracking chemicals for Storm Water NPDES reporting.

Pre-Emergent Herbicide Application-

-Spring and Fall applications of pre-emergent herbicides including non landscaped areas, decomposed granite, and decorative rock. Application to be applied as weather permits preventing chemicals from drifting. The use of visible dye to be included to track application. Water to be applied within 14 days to ensure effectiveness. All certifications for these applications will be submitted to city contact.

Post Emergent Weed and Grass Control-

Herbicide application to weeds and grasses before they exceed 3 inches in height, followed by mechanical or manual removal. Apply approved herbicides for control. No use of restricted chemicals. To comply with NPDES , continually track and report chemical use.

2.1 Response- Plan to Accomplish Scope of Work

Brightview will maintain tight scheduling and effective communication practices throughout the duration of the contract. This is crucial due to occasional restricted access to certain areas. We will propose a comprehensive plan that ensures a high standard of service, efficiency, and compliance with all of the relevant regulations.

Supervision and Staffing

Consistency of account management:

BrightView will assign a qualified Account Manager to oversee all operations, ensuring consistency in quality and timeliness. The crew lead will monitor daily activities, provide real-time guidance and address any issues immediately.

Staffing and Resources

We will provide all necessary staff, tools, equipment, vehicles, and supplies (including chemicals such as EPA-approved herbicides, fertilizers, and post/pre-emergent). A full inventory of materials and tools will be kept on site with regular checks to ensure everything is operational.

Team Training:

All personnel undergo initial BrightView University training and regular refresher courses to ensure that every team member is equipped to handle the required tasks and comply with safety and environmental standards.

Dispatch and Time Management:

Dispatch times will be tracked within FSM to optimize field operations and ensure prompt response to any changes in the schedule or unexpected delays.

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Resource Allocation and Service Levels

Adequate Staffing:

We will assign sufficient manpower and resources to each Area of Service based on service level agreements. This will ensure timely completion of tasks with minimal delays, including adjusting schedules when necessary.

Backup Plans:

We will maintain a contingency staffing plan to address unexpected shortfalls in resources, ensuring that work continues uninterrupted.

Monitoring and Quality Assurance

Walk-Through Audits:

Regular walk-through audits will be scheduled with the City contact to ensure work quality and address any areas requiring improvement. These audits will also help identify needs outside the standard scope of work.

Certification Verification:

Certifications for all chemicals, equipment, and personnel will be maintained and available for review at any time during the contract period.

Plant Care and Pruning

Tree and Shrub Maintenance:

Our team will perform regular pruning and trimming in accordance with best practices, including the removal of dead or diseased plant material. We will follow guidelines established by the University of Arizona Cooperative.

Replacement and Care of Plant Material:

Any damaged plant material damaged by BrightView will be replaced promptly at our expense. We will also notify the City contact of any infestations or damage caused by pests or disease.

Pruning Standards:

Tree pruning will be done in accordance with the guidelines established by University of Arizona Cooperative. We will ensure no stubs, ripped bark, or improper cuts. Additionally, trees will be staked as required and post-storm checked for necessary adjustments.

Environmental Care and Cleanup

Debris Removal:

Our team will consistently remove all debris, trash, and organic material from contracted areas. We will also address any invasive growth or weed issues, ensuring that all areas remain clean and maintained.

Decomposed Granite Areas:

Regular raking and cleanup of decomposed granite and soil areas will be conducted to maintain a neat and attractive appearance.

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Communication and Reporting

Regular Updates:

Our team will maintain open communication with the City contact, providing weekly reports on complete work, incidents, and any significant findings.

Timely Response:

In the event of a delay, our team will promptly inform the City contact, providing an alternative schedule if necessary.

Supervision & Staffing

Objective:

Ensure consistent supervision and the presence of qualified staff to perform the required landscaping and maintenance tasks.

Proposed Plan:

Provide an experienced, on-site supervisor who will oversee the work daily.

Supervision will include regular checks to ensure that all tasks are being completed as per the scope of work, including timely reporting and ensuring compliance with safety protocols.

Staffing levels will be reviewed weekly to ensure adequate resources are allocated based on the size and complexity of the areas being serviced.

Tools, Equipment, and Resources

Objective:

Provide all necessary tools, equipment, vehicles, chemicals, and other resources to complete the services outlined in the Scope of Work.

Proposed Plan:

•BrightView will supply all required tools and equipment, including but not limited to mowers, edgers, irrigation systems, trucks, and other landscaping machinery.

Chemicals, including fertilizers, herbicides, and post/pre-emergent, will be registered with the EPA and approved by the relevant authorities. SDS sheets for all chemicals will be provided to the City contact in advance for approval.

Tracking and Reporting

Objective:

Ensure all tasks are documented and tracked for accountability and quality control.

Proposed Plan:

Use the BrightView app or city Green Sights app to track employee time, work schedules, and work performed on-site. After photos will be submitted daily via the app.

Provide a Weekly Work Report with the City contact, including details of work completed, any incidents of lost/found items, and a log of all chemical applications.

Staff is trained to log daily work performed, including issues encountered (e.g., delays, weather-related disruptions).

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Irrigation System Maintenance and Repairs

Objective:

Ensure proper irrigation system functionality and timely repairs as required.

Proposed Plan:

Weekly inspections will be conducted to ensure all irrigation components are functioning properly. BrightView will report issues to the City contact.

In case of repair, control valves and clocks will only be repaired once approved by City.

Flushing of irrigation systems will be done after repairs using control valves to ensure system efficiency.

All irrigation repairs will be completed within 48 business hours

Weed Abatement and Chemical Application

Objective:

Control weeds and manage herbicide application in line with city regulations and best practices.

Proposed Plan:

Weed Abatement: Mechanical and chemical weed control will be implemented across all contracted areas. Pre-emergent and post-emergent herbicides will be applied by certified applicators, ensuring that chemical use is in full compliance with safety standards and regulations.

Documentation: A list of chemicals, application rates, and Safety Data Sheets (SDS) will be submitted to the City contact ten days before and after commencement of application. BrightView will track all herbicides and pesticides for reporting and compliance.

Seasonal Applications: Pre-emergent herbicides will be applied 1 or 2 times per year following proper preparation (e.g., removal of debris, watering within 14 days of application).

Soil/Turf Conditioning and Aeration

Objective:

Condition soil and turf to improve plant health and prevent damage from overgrowth or poor soil conditions.

Proposed Plan:

Fertilization: Two applications per year: Ammonium sulfate in April and a 21-7-14 fertilizer in September (or approved equivalent). Rates and methods will be confirmed with the City contact two weeks prior to application.

Aeration: Aeration will be completed twice during the growing season (April-September). All turf irrigation heads, valve boxes, etc. will be identified and marked before aeration. Any damage to these items will be reported immediately.

Landscape Repair

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Objective:

Perform necessary landscape repairs.

Proposed Plan:

Damaged plant material will be replaced within two weeks after extra work proposal approval. Any damage caused by BrightView's actions will be promptly addressed and rectified.

Trash and Litter Disposal

Objective:

Ensure that all areas are kept clean, free of debris, and compliant with environmental regulations.

Proposed Plan:

All foreign materials such as trash, litter, and debris will be removed from the contract areas, including adjacent sidewalks and curbs. Items identified as hazardous will be reported to the City contact immediately.

Trash disposal will comply with local regulations, and all waste will be transported in fully covered trucks to avoid spillage during transit. Disposal fees will be covered by BrightView.

Compliance with Laws and Regulations

Objective:

Ensure adherence to all relevant local, state, and federal laws related to landscaping, health, safety, and environmental protection.

Proposed Plan:

BrightView will comply with all applicable laws, regulations, and ordinances related to health, safety, environmental protection, and pesticide/herbicide use.

All chemicals used will be registered with the EPA and the Arizona Department of Agriculture.

BrightView will ensure that all personnel performing pest, weed, and disease control are licensed and properly trained through BVU and the Arizona Department of Agriculture.

Summary-Accomplishing the Scope of Work: BrightView will implement a detailed and organized approach to the Scope of Work. We are committed to delivering high quality consistent and compliant services utilizing operational efficiency, environmental stewardship, and transparent communication. Our goal is to ensure satisfaction and compliance throughout the contract period.

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- 2.2. Describe your plan of action including a full summary of the proposed maintenance plan, performance levels, frequency of tasks, work schedules, Supervisor’s inspections and quality control.

2.2 Response Plan of Action-

Frequency Tasks Work Schedules

Site will be serviced in 4 zones with a weekly rotation of 1 zone per week. All 4 zones will be monitored and serviced weekly for trash, debris, sidewalks, tree clearance, and irrigation.

Site Visit/Inspection and Report

- Area Type: All Areas
- Frequency: Every 2 weeks or as needed

Notes:

Inspections will focus on identifying signs of irrigation leaks, plant and tree health, vandalism, and other potential issues that require immediate attention. Report will be submitted after each visit

BrightView Account Managers will conduct inspections and document any findings, ensuring timely corrective action when necessary

Weed Abatement:

- Area Type: All Areas including sidewalks and curbs
- Frequency: Every 2 weeks or as needed

Notes:

Weed abatement will be performed regularly, ensuring that no weeds exceed 3 inches in height, with no more than 10% coverage in any area.

Both mechanical and chemical methods will be employed, as necessary to maintain contract areas weed and grass free. Appropriate herbicide will be applied prior to mechanical removal. Remove all dead plant material.

Pre-Emergent and Post Herbicide Application

- Area Type: All Areas
- Frequency: Twice a year or as needed to prevent weed growth.

Work Schedule: Scheduled at the beginning and end of the growing season

Notes: Included will be an ultra-violet colored dye. Chemicals will be identified with links to the Safety Data Sheets. All applicators will be certified by Arizona Department of Agriculture Office of Pest Management.

Trash/Liter/Debris/ Other

- Area Type: All Areas

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- Frequency: Each visit

Notes:

The Account Manager serves as the primary point of contact. Using mobile GIS tools, the manager efficiently locates and manages sites and ensures prompt resolution of issues reported through the City's established channels.

Regular site audits verify compliance with litter control standards.

Our team will remove trash, litter and debris.

Any hazardous or unidentified materials will be reported immediately to the Contract Monitor.

Blowing/Raking/Sweeping

- Area Type: All Areas
- Frequency: Every 2 weeks or as needed

Notes:

Blowing, raking, and sweeping will be conducted as needed to ensure that no debris accumulates and areas are kept clean.

Blowing will not take place during high pollution advisory periods, ensuring compliance with air quality regulations.

Prune Shrubs and Rake out Decomposed Granite Areas

- Area Type: All Areas
- Frequency: Every 2 weeks or as needed

Notes: Pruning to follow ALCA standards

Visual Irrigation Inspection & Repair

- Area Type: All Areas
- Frequency: Every 2 weeks or as needed

Notes: Irrigation system will be managed for seasonal changes while maintaining city drought guideline standards unless otherwise approved by City contact.

Prune/Trim all trees

- Area Type: Above pavement and vehicle travel lanes and and walkways
- Frequency: Twice a year or as needed

Notes: Maintain 13 ft. above pavement, and vehicular travel lanes, 8 ft. above sidewalks. Maintain required sight visibility lines.

Monthly Work Audits:

Performance audits will be completed to review the quality of the work performed and adjust schedules or approaches if needed.

Performance Metrics:

Timeliness: All tasks will be completed on schedule or earlier, with adjustments made in the event of weather-related delays.

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Quality: The work will be completed to the highest standards, with particular attention paid to preventing overspray during herbicide application and ensuring that no debris is left in contracted areas.

Supervisor Inspections and Quality Control:

Weekly Inspections:

BrightView Account Manager will check the effectiveness of all tasks performed, including site inspections and weed abatement. Any issues discovered will be addressed within 24 business hours.

Quality Assurance:

The on-site Crew Leader and Account Manager will communicate daily to review completed work, address site-specific needs, and plan upcoming tasks. The Crew Leader will provide before-and-after photos documenting daily progress, ensuring transparency and effective quality control.

Detailed records of inspections and completed tasks, including photos, will be maintained and submitted to the Contract Monitor for review. This process ensures continuous quality oversight, proactive planning, and seamless coordination.

Our staffing plan is designed to provide consistent, high-quality service with a focus on safety, efficiency, and proactive maintenance.

This plan outlines the personnel, structure, scheduling, and supervision required to meet and exceed the City's landscape maintenance expectations.

Staffing Overview

The landscape maintenance operations will be supported by a team composed of:

Position	Quantity	Schedule	Status
Maintenance Crew	2 Full-Time Employees	Mon– Fri. 6:00 AM -2:30 PM	

Irrigation Technician 2 Hours per week for Inspection or As Needed
Part-Time/On Call

Chemical Technician Twice a Year or As Needed (Seasonal)
Part-Time/On-Call

Maintenance Crew (2-Person Crew)

The 2-person maintenance crew will service 1 zone per day, allowing full rotation through all areas within a 4 week cycle.

Crew Composition:

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- Crew Lead (1) – Responsible for daily scheduling, supervision, safety compliance, and communication with management.
- Gardener (1) – Perform mowing, trimming, detailing, litter removal, and general grounds maintenance.

Crew Primary Duties:

Weeding, sight line and height trimming, shrub and groundcover pruning. Blowing and sweeping hardscapes and litter removal. Detailing plant beds and decomposed granite areas.

Irrigation Technician (1) 2 hours per week and As Needed

The irrigation technician operates on a flexible route schedule, prioritizing water management and immediate repair needs.

Responsibilities:

- Conduct weekly inspections of irrigation systems at each site area.
- Diagnose and repair leaks, damaged sprinklers, valves, and controllers.
- Adjust run times seasonally to conserve water and maintain healthy plant material.
- Maintain irrigation logs and prepare monthly reports for the City.
- Support emergency irrigation repairs as needed.

Equipment:

- Dedicated irrigation service vehicle stocked with tools and repair parts.
- Access to smart controller technology and monitoring systems (where applicable).

Chemical Technician (As-Needed)

Chemical applications will be coordinated seasonally to maximize effectiveness and minimize environmental impact.

Responsibilities:

- Perform pre-emergent and post-emergent herbicide applications.
- Apply fertilizers and pest control materials as needed per seasonal schedules.
- Maintain application logs, Safety Data Sheets (SDS), and compliance with Arizona Department of Agriculture regulations.
- Coordinate with the maintenance crew to ensure minimal disruption during service.

Frequency:

- Typically 3–4 visits annually or as conditions require.

Staffing Allocation by Task

Task	Responsible Staff	Frequency	Description
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Edging-	Maintenance Crew		
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Trimming & Detailing	Maintenance Crew	Weekly	per zone
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Shrubs, groundcover, and trees			
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Irrigation Checks	Irrigation Technician	Weekly Visual inspection, repairs, programming
Weed & Pest Control	Chemical Technician	Seasonal/As Needed
	Herbicide, pesticide, and fertilization	
Litter Removal & Blowing	Maintenance Crew	Each Visit Included with every service
Quality Control & Reporting	Supervisor	Weekly Documentation and City coordination

This staffing plan and approach ensures consistent, proactive, and professional landscape maintenance across the (approximately) 35 acres of landscaped areas on the site are monitored weekly. By combining a skilled maintenance crew with dedicated irrigation and chemical support, BVLS will deliver reliable service that enhances the City's image and promotes sustainable landscape health.

- 2.3. Offeror shall describe method and approach for how services will be performed by its employees and the process involved for correcting work not performed satisfactorily.

2.3 Response Method of Approach

Maintenance:

Our dedicated crew will handle detailed maintenance, and vegetation pruning under the guidance of an experienced Crew Leader. All personnel will be well-versed in the Scope of Work requirements.

Certified Spray Manager, Ida Brinkley, will oversee chemical applications. With over 15 years of experience as a Licensed Chemical Applicator, she ensures safe and effective weed management.

The assigned Account Manager will monitor crews' performance to assure that they remain on schedule. He will communicate with the City contact to understand needs and priorities, and report on status of landscape operations. He will coordinate the daily operations with landscape crews according to the scope of work, meet best horticultural practices to achieve the highest quality and client satisfaction. He will complete daily reports, develop schedules and establish protocols to meet contract specifications.

The Operations Manager will also conduct quality inspections to assure the site is serviced to meet expectations, maintain communication with the City contact and ensure adherence to the scope of work. They will facilitate

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coordination, maintain high horticultural standards, and enhance client satisfaction through daily reporting and crew training.

The Operations Manager will monitor the crew to ensure that they remain on schedule.

Alfred Ruelas, BrightView's Branch Manager, with 16 years of industry experience, will oversee the team, ensuring quality control and adaptability in the work schedule. Alfred will be available for consultations and project reviews as needed.

Weed Abatement:

BrightView Landscape Services utilizes a proactive and comprehensive weed abatement plan to ensure that all site areas under this contract are maintained in a clean, compliant, and aesthetically pleasing condition. Our approach is designed to control and prevent the growth of both invasive and nuisance weeds through a combination of cultural, chemical, and manual practices, all in alignment with City standards and environmental best practices.

Weed abatement is performed routinely as part of our scheduled maintenance services, with most areas receiving attention at least once per month or more frequently as conditions demand. Our trained crews manually remove weeds from turf areas, granite beds, and hardscapes where appropriate, particularly in locations where chemical treatment is either prohibited or ineffective. All weed growth is removed to the root to minimize regrowth, and crews are instructed to maintain a high standard of appearance throughout each site.

Chemical weed control is applied strategically using pre-emergent and post-emergent herbicides. Pre-emergent applications are performed semi-annually, typically in early spring and late fall, to prevent seasonal weed germination. Post-emergent treatments are applied as needed throughout the year to eliminate existing weed growth, particularly in gravel areas, rights-of-way, and perimeter zones. All herbicide applications are performed by licensed pesticide applicators in strict accordance with Arizona Department of Agriculture regulations and manufacturer label instructions. Application logs are maintained and made available to the City upon request. Weather conditions, irrigation schedules, and seasonal growth patterns are regularly monitored to determine the timing and effectiveness of treatments. Our teams are trained to spot early signs of weed outbreaks and respond promptly before conditions worsen. This preventive mindset reduces the need for excessive herbicide use and keeps properties looking well-maintained year-round.

BrightView's Account Manager performs regular site audits to ensure weed abatement efforts are effective and consistent across all assigned areas. Any

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problematic zones or recurring infestations are escalated for targeted corrective action, and follow-up inspections are conducted to confirm resolution. Should any additional service be necessary beyond the routine scope, the City will be notified and provided with a recommendation for supplemental treatment or mitigation.

Our weed abatement efforts are closely tied to our sustainability practices. Where feasible, we utilize low-toxicity and environmentally responsible products, and we avoid over-application through calibrated equipment and trained applicators. Our goal is to preserve the health and cleanliness of the City’s landscaped areas while minimizing environmental impact and ensuring public safety.

Irrigation:

-On Going Irrigation System Management

An Irrigation Technician performs a monthly inspection by turning on the system and physically observing all controllers, meters, backflows, valves, drip lines, turf heads and nozzles for proper functionality and watering efficiency.

-Monthly Inspections of water usage will be completed to ensure proper functionality and maintenance.

-BrightView will repair any damage to system caused by equipment or carelessness while engaged in maintenance operations without charge to the City.

-Regular system adjustments will be completed to ensure your system is properly functioning. If something major needs repair, it will be identified, and a written report will be submitted to City.

Our Proactive Approach helps reduce the delay in catching the unknown factors such as stuck valves, leaks, breaks, incorrect drip line placement and vandalism. Drip lines with missing plant material are capped and buried. This helps minimize the chance of wasting your valuable water and reduces the potential issues.

Liter Control:

Our Litter Control Plan is designed to align with the City’s standards for public safety, appearance, and sustainability by implementing consistent, proactive, and responsive litter management practices.

Litter and debris removal will be performed during each site visit, coordinated with routine landscape maintenance activities. During each service visit, crews will inspect the site for any litter accumulation and document conditions through our mobile reporting system, which ensures transparency and efficient tracking of service history.

BrightView also provides on-demand and emergency litter response services, especially after significant storm events, illegal dumping, or when public safety concerns arise. These services are available 24/7 and will be

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coordinated directly with the City. Our team is trained to mobilize quickly, assess the issue, and restore the area to City standards in a timely manner. All collected litter and debris will be disposed of properly at authorized waste disposal sites. Our crews are trained in appropriate collection and disposal procedures, including handling hazardous or biohazardous materials in accordance with OSHA and local health department requirements. Our process emphasizes safety, cleanliness, and full compliance with environmental regulations.

Each BrightView team member is equipped with personal protective equipment (PPE), including gloves, eye protection, and high-visibility vests. Our employees undergo training in safe litter removal techniques and situational awareness to minimize risk while operating in active public spaces. Our crew also reports illegal dumping, vandalism, and other suspicious activities encountered in the field.

The Account Manager will serve as the primary point of contact for all litter-related concerns and is always accessible. Regular site audits are conducted to ensure compliance with litter control expectations. If issues are identified, corrective measures will be implemented immediately and documented as part of our quality assurance program. Feedback from City staff is reviewed regularly to ensure continuous service improvement and responsiveness.

BrightView is committed to environmentally responsible operations. Whenever possible, our teams utilize biodegradable trash bags and practice proper sorting techniques to minimize landfill waste. We also support the City’s broader sustainability goals through community engagement efforts such as park clean-ups and educational initiatives that promote civic pride and environmental stewardship.

Pruning Practices:

BrightView Landscape Services follows professional pruning practices that promote plant health, public safety, and the original design intent of each site within the City. Our pruning approach adheres to ANSI A300 standards and Sustainable Landscape Management (SLM) guidelines established by the Arizona Landscape Contractors Association.

Seasonal pruning is performed throughout the year—typically during summer and fall for growth management and aesthetics, and in winter for rejuvenation and cutbacks. Shrubs and groundcovers are trimmed to maintain a clean appearance, support healthy growth, and prevent encroachment on sidewalks, curbs, signage, and sightlines. Over-pruning is strictly avoided to prevent long-term plant damage and preserve natural form.

Tree pruning focuses on structural integrity and safety. Branches are trimmed to ensure clearance from traffic, signage, lighting, and pedestrian pathways. All trees are maintained with a minimum vertical clearance of 8

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feet above sidewalks and 14 feet above roadways. Tree pruning over 15 feet is performed only by certified arborists or qualified tree care professionals. Pruning debris is removed from the site immediately following service and transported to recycling or authorized green waste facilities. All work is performed by trained crews under the supervision of a dedicated Account Manager who ensures pruning schedules, clearance standards, and site aesthetics meet the expectations outlined by the City.

Inventory Control:

BrightView Landscape Services implements structured inventory control procedures to ensure the City's landscape, particularly plant materials—are accounted for, protected, and replaced as needed in accordance with contract specifications. Our goal is to maintain the integrity, consistency, and visual appeal of all areas on the site under this contract.

During each routine maintenance visit, BrightView crews perform visual inspections to assess the health and condition of all installed plant material. This includes identifying dead, damaged, vandalized, or missing plants. Any observed deficiencies are recorded by our team and communicated to the Account Manager using our digital reporting system, which includes timestamped photos, location references, and brief condition notes. These reports are shared with the City contact for review and alignment on next steps.

Should any loss of plant material occur due to environmental stress, vandalism, storm damage, or other unforeseen events, BrightView promptly documents the situation and provides a recommendation for replacement. All replacements are proposed to match the species, size, and spacing of the original plant material, unless otherwise directed by the City. When approved, BrightView procures replacement materials from our network of quality regional nurseries and installs them using best horticultural practices to ensure proper establishment and longevity.

To safeguard the City's investment, BrightView also provides proactive recommendations regarding plant health, irrigation adjustments, and proper seasonal care to reduce replacement frequency. Our teams are trained to monitor soil conditions, watering schedules, pest presence, and other environmental factors that could impact the vitality of landscape inventory. This preventative approach minimizes the likelihood of plant loss and helps optimize the City's long-term landscaping value.

Inventory control is further supported by our Account Manager, who tracks all plant replacements and updates internal records accordingly. These updates are compiled in an annual summary submitted to the City for review. The City will always be consulted prior to replacement work, and no plant material will be removed or added without prior authorization. Emergency or high-priority replacements—such as those affecting safety or visibility—will be escalated immediately for City approval and expedited installation.

BrightView is committed to preserving and enhancing the City landscape assets through clear communication, consistent documentation, and swift

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action. Our inventory control process ensures not only the accountability of plant material but also the aesthetic and functional quality of every site under our care.

Communication:

Successful partnerships are built on a platform of effective communication. BrightView's Client Partnership Plan provides the foundation to exceed customer expectations while understanding your needs and priorities.

Your Account Manager will continually engage with you to understand the opportunities and challenges that naturally occur over the lifetime of a partnership. The intent is to gain a deeper understanding of the needs for each area on the site, and a strategy on how we can deliver more value.

Pre-Season Collaboration Meeting

The pre-season meeting allows us to understand what is important to you in a landscape partner and how this may differ from past priorities. We will come away with everything we need to refine the scope of work so that it is in line with your vision and goals for the property.

Quality Site Assessments

We care about delivering quality landscapes to every client year-round, and our Quality Site Assessments are the tool that makes this happen. This process prioritizes our relationship with you and keeps our team focused on your landscape quality.

Business Reviews

We conduct business reviews to ensure alignment on individual site performance. The reviews keep you in the know, informing you of what we've done and what we're going to do, and evaluate our performance and provide recommendations and guidance on future plans for your property.

Post Season Collaboration Meeting

We value our collaborative relationship above all else and will use this meeting to make sure we are always improving in that area. We will also address job quality and make sure all expectations were exceeded.

Customer Satisfaction Surveys

We seek ongoing feedback from our clients using objective sources such as targeted telephone surveys or other outreach discussions to verify we are exceeding expectations.

The BrightView Quality Site Assessment (QSA) system was created with five key elements in mind:

- To communicate with customers on a regular basis, monthly, bimonthly, quarterly, or yearly, based on customer preferences and the size of the account.
- To provide proactive suggestions for improvement through corrective actions and enhancements proposals.

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- Continuously measure the performance of our team on the job site.
- To provide a tool for the Branch Manager to use to assess the status of all maintenance accounts throughout the year.
- To better gauge the growth of client relationships and partnerships

Environmental Initiatives:

All fertilizer and pesticide use is tracked. Irrigation enhancements improve the soil-plant-food web and reduce fertilizer and pesticide need. This pesticide reduction can be monitored using information on the BrightView Application Request and Record Form.

Ideally all bed areas are mulched with chipped pruning clippings and composted landscape debris. We use composting sites as close to the site as possible to reduce transport fuel use. Composted organic landscape debris mulch can provide significant fertility needs of trees and shrubs. Most turf fertilizers are 100% controlled release polymer coated urea. It is worth noting that the most sustainable turf fertilizer is polymer coated urea. The carbon footprint is lowest, and it is the most efficient nitrogen source.

Use mulch and sod forming grasses to improve water infiltration rate of the bioswales, detention ponds and landscape areas that can accept storm water. Construction and stabilizing soil to avoid earthquake damage typically results in a very low infiltration rate.

Apply plant growth regulators (PGRs) to reduce the generation of green waste on vigorous shrubs.

Minimize phosphate and nitrogen fertilizer to site unless required by plants. There is typically no need for phosphate fertilizer.

Sort and recycle trash – onsite if possible.

Do not remove turf clippings. Use mulching mowers when acceptable.

Prune shrubs by cutting branches back to where they attach rather than shearing.

Ensure irrigation system is properly designed with “flow control” and managed well.

Install ET based or “smart” irrigation controllers with flow measurement.

Meter and sub-meter irrigation water

Right plant, right place: Regularly analyze landscape plants and remove poorly adapted and nonperforming plants.

Do not allow weeds to be established. Weeds are typically the best adapted plants on a commercial landscape.

Reduce soil disturbance from hand weeding and reduce use of post-emergent herbicides by using pre-emergent herbicides where appropriate.

Any work reported as unsatisfactory will be corrected within 24 business hours. The correction process will be done using a digital reporting system that includes time stamped "Before" and "After" photos, location references, and detailed condition notes. This approach ensures transparency and

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maintains systematic communication, allowing for quick identification of performance gaps and the timely resolution of issues

- 2.4. Describe the process your firm uses to clean up after work is performed.

2.4 Response

All employees are thoroughly trained to complete site cleanup after every task. This training emphasizes the importance of the removal of litter, tree trimmings, clippings, debris, and organic material from all landscaped areas. Team members are also trained to maintain a clean, safe, and hazard-free site at all times throughout the workday. This training ensures each location is consistently left in excellent condition and ready for public use.

All employees are trained in the importance of site cleanup during their initial training at BrightView University. This training emphasizes the importance of thorough removal of debris, litter, and organic material from all landscaped areas, including sidewalks, roadways, and common spaces. This includes clearing leaves, branches, and other waste, ensuring all surfaces are tidy and free from hazards. The crew leader ensures that these tasks are carried out before leaving the site. Our goal is to maintain a clean, safe, and aesthetically pleasing environment, enhancing the overall appearance and functionality of the site while adhering to safety and environmental standards.

Our crews are thoroughly trained to perform complete site clean up after every task. This includes ensuring no tree trimmings, clippings, or debris are left on any landscape areas once work is completed. Team members are also trained to maintain a clean, safe, and hazard free site at all times throughout the workday. This training ensures each location is consistently left in excellent condition and ready for public use.

- 2.5. Describe the process of communication to the City Representative upon completion of the work done.

2.5 Response-

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The on-site Crew Leader and Account Manager will communicate daily to review completed work, address site-specific needs, and plan upcoming tasks. The Crew Leader will provide "Before"-and-"After" photos documenting daily progress, ensuring transparency and effective quality control. Detailed records of inspections and completed tasks, including photos, will be maintained and submitted to the City contact for review. This process ensures continuous quality oversight, proactive planning, and seamless coordination.

3. CAPACITY OF OFFEROR

- 3.1. Provide a list describing equipment (type and quantity) to be used to perform the work tasks.

3.1 Response-

Blowers – For leaf and debris removal, compliant with ADEQ High Pollution Advisory restrictions.

Chain Saws – For tree trimming and removal of dead or damaged limbs.

Extended Pole Mechanical Saws – For pruning high branches and maintaining Homeland Security clearance requirements.

Line Trimmers – For edging and maintaining clean borders around landscaped areas.

Brush Cutters – For clearing overgrown vegetation and maintaining remote sites.

Rakes – For manual cleanup and decomposed granite maintenance.

Trucks and Trailers for Crews – For transporting personnel, tools, and debris between multiple service locations.

Chippers – For processing branches and organic debris into mulch.

Lift Trucks – For safe and efficient trimming of tall trees and elevated landscaping tasks.

Trucks/Vehicles-

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F150 extended cab trucks, F250 Crew cab trucks, Isuzu Cab over dumps, Ford transit vans, F450 Stake Bed Dump truck, Ford Ranger trucks, Tree boom truck, Water truck, Bobcat, Loaders

Mowers/Carts/Misc. Equipment:

21" Self-Propelled Mowers
48" Ex-Mark walking mower
60" Ex-Mark standing mower
60" Ex-Mark riding mower
72" Ex Mark riding mower
Pull behind clippers
John Deer cart w/dump
John Deer cart w/spray rig
Workman Turf painting rig
6 seated golf carts

Small Powered Equipment:

Commercial grade Blowers
Commercial grade Stick Edger
Commercial Grade Line Trimmers
Commercial grade Long handled Shears
Commercial grade chainsaw
Commercial grade walk behind edger tow & walk behind aerators

The BrightView El Mirage office will manage this contract. It maintains a fully equipped local fleet with the tools, equipment, and safety resources necessary to service the City's GRPSTC site without interruption. Additional support is available from our five other Arizona offices, providing redundancy and rapid access to extra personnel, vehicles, and specialized equipment as needed.

- 3.2. Provide staffing levels including the number of personnel to perform work specifically on this contract

3.2 Response

The routine maintenance crew will consist of 2 full-time landscapers, which includes 1 crew lead, 1 part-time irrigation technician as needed, and 1 Account Manager. Servicing 1 zone per week.

Crew Lead (1) Responsible for daily scheduling, site inspection, supervision, adhering to contract specifications and site requirements, safety compliance.

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Gardener (1) Perform trimming, pruning, detailing, litter removal, weed removal, raking out, bowing hardscapes, sweeping, and other general grounds maintenance.

Irrigation Technician-The irrigation technician will operate on a flexible route schedule, prioritizing water management and immediate repair needs, as needed to meet contractual obligations.

Conduct weekly monitoring and inspections of irrigation systems at all zones
Diagnose and repair leaks, damages sprinklers, valves, and controllers

Adjust run times seasonally to conserve water and maintain healthy material.

Maintain irrigation logs and prepare monthly reports for the city.

Support emergency irrigation repairs as needed.

Chemical Technician (As-Needed) Chemical applications will be coordinated seasonally to maximize effectiveness and minimize environmental impact.

- 3.3. Contractor(s) must adhere to the Trash, Aeration and Fertilization, Pre and Post Emergent schedules. Please describe your ability to meet this expectation.

3.3 Response-Ability to Meet Schedules-

BrightView is dedicated to adhering to the City's landscape maintenance schedule, prioritizing safety, consistency, and accountability. Our management structure is designed to meet the specific needs of municipal services. We will ensure efficient, responsive care for the GRPSTC site, adjusting service areas as needed to accommodate restricted access and city priorities.

With extensive experience in municipal landscape management, our El Mirage office is well equipped to scale operations through five additional offices, if necessary. Our crew, equipment, and fleet capacity enable us to meet the City's maintenance requirements and promptly address issues.

Local Arizona office locations:

- Phoenix West: 10237 N. El Mirage Rd., El Mirage, AZ 85335
- Avondale: 439 S. 3rd Ave., Avondale, AZ 85323
- Phoenix East: 2902 E Illini St., Phoenix, AZ 85040
- Mesa: 5275 S. Pinal Dr., Apache Junction, AZ 85120

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- Gilbert: 620 N. Golden Key St., Gilbert, AZ 85233
- Scottsdale: 2160 E. Van Buren St., Phoenix, AZ 85006

Local Arizona team includes:

- Account Managers: 25
- Associate Account Managers: 5
- Production Managers: 22
- Crew Leaders: 110
- Gardeners (Level 3): 80
- Gardeners (Level 2): 65
- Gardeners (Level 1): 125
- Irrigation Technicians: 55
- Spray Technicians: 24

We maintain a fully outfitted local fleet, along with the necessary tools, equipment, traffic control devices, and safety gear to perform all tasks at the City's GRPSTC site without interruption.

4. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor's General Aggregate is only \$3,000,000

4. Response-See exception request on following pages

5. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

5. Response-See signed response on following pages

6. CONFLICT OF INTEREST STATEMENT:

If Offeror indicates they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT-OF-INTEREST section within Exhibit 1 for required information to be included here.

6. Reponse-No conflict of interest statement-



2/11/2026

RE: Letter of Exceptions to the City of Glendale **RFP 26-22/42600039 Landscaping Services - Glendale Regional Public Safety Training Center (GRPSTC)**

To whom it may concern,

BrightView Landscape Services, Inc. ("BrightView") welcomes the opportunity to submit a bid to the above referenced Request for Proposals (RFP) and looks forward to the possibility of partnering with you. In accordance with the accompanying Instructions, BrightView respectfully submits the following exceptions to the proposed terms and conditions included in the RFP itself and/or the Agreement Template:

1. **SPECIAL TERMS AND CONDITIONS: 13. TERMINATION FOR CONVENIENCE:** BrightView believes that it is fair and equitable that the right to terminate without cause should be granted to both parties. Based upon the foregoing, BrightView respectfully requests the following is added to the end of this section: *"Contractor reserves the right to terminate any order or contract upon one hundred and twenty days written notice."*
 - a. **Standard Terms and Conditions: 21. TERMINATION FOR CONVENIENCE:** at the end of this section insert the following: *"The Contractor reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon one hundred and twenty (120) calendar days' written notice."*
 - b. **Sample Agreement: 6. Termination.:** line 3 – after "date of delivery." add *"Contractor may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 120 days following the date of delivery."*
2. **SPECIAL TERMS AND CONDITIONS: 16. GENERAL INDEMNIFICATION:** : BrightView's position is that it is not financially prudent nor an appropriate allocation of risk to transfer the costs associated with the customer's claims to BrightView. To the extent BrightView's negligent performance of its obligations results in property damage or personal injury to a third party, we will indemnify City for the damages/costs it incurs from such third party. To the extent City alleges that it may have suffered some property damage or personal injury due to an alleged breach of contract, BrightView will be liable to the extent so determined by the court– but should not, contractually, agree to carry the entire cost of City's pursuit of that claim. Based upon the foregoing, BrightView respectfully requests the following revisions to this section: line 1 – delete *"defend"*; line 3 – before *"claims"* insert *"third-party"*; line 14 – delete *"for"* and replace with *"to the extent such"*; delete *"arising solely from the"* and replace with *"are determined by a court of competent jurisdiction to have been caused by"*; line 15 – delete *"be indemnified by Contractor from and against any and all claims"*; at the end of this Section insert the following: *"Contractor's indemnification obligations hereunder shall be limited to its proportion of the actual liabilities, to the extent any damages or costs arise from the concurrent fault of Contractor and the indemnitees. Contractor's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Owner or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of Contractor in connection with, or related to, Contractor's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the total amount actually paid to Contractor hereunder in the twelve (12) months preceding the date the claim arose. Further, in no event will either party be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen."*
 - a. **Standard Terms and Conditions: 27. INDEMNIFICATION; LIABILITY.:** a.: line 1- delete *"To the fullest extent permitted by law,"*; delete *"defend"*; line 16 – after *"except"* insert *"to the extent such"*; delete *"arising solely from"* and replace with *"are determined by a court of competent jurisdiction to have been caused by"*; at the end of this section insert the following: *"Contractor's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations,*

Please contact Kristen Attardo at Kristen.attardo@brightview.com regarding any questions you may have regarding BrightView's proposed bid.



Sincerely,

Jon Berg
BrightView Landscape Services Inc.
Vice President and General Manager



SOLICITATION ADDENDUM

Solicitation Number: RFP 26-22 Addendum #1 Page 1 of 1

Solicitation Due Date: February 23, 2026, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2863

RFP 26-22

GRPSTC LANDSCAPING SERVICES

CHANGE Solicitation Due Date from February 20, 2026, to **February 23, 2026, 2:00 pm (local Arizona Time)**.

REPLACEMENT

Replace Pricing Workbook with uploaded REVISED Pricing Workbook.

CLARIFICATION

A map of GRPSTC has been uploaded.

COMPANY NAME: Brightview Landscape Services, Inc.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

NAME OF COMPANY: Brightview Landscape Services, Inc.

ADDRESS: 10237 N. El Mirage Rd. AZ. 85335

PRINT NAME AND TITLE: Jon Berg Vice President and General Manager

AUTHORIZED SIGNATURE: Jon Berg

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6. Conflict of Interest Response-

BrightView Landscape Services, Inc. certifies that neither the company, its officers, nor its employees have any personal or organizational conflicts of interest that would prohibit performance under the City of Glendale agreement. Participants in preparation of this submittal are Jon Berg-Vice President and General Manager, Alfred Ruelas-Branch Manager, Kristen Attardo-Business Developer. BrightView conducts business with integrity and in full compliance with state and federal conflict-of-interest regulations.

Brightview maintains internal compliance policies requiring disclosure of any potential conflicts prior to contract execution. Employees are prohibited from engaging in outside employment or business relationships that could interfere with BrightView's contractual obligations. No member of BrightView's management, ownership, or staff holds any position with City of Glendale nor has any financial interest in City.

EXHIBIT B
LANDSCAPING SERVICES - GRPSTC
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Per Section 4 of this Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$300,000.

DETAILED PROJECT COMPENSATION

Compensation is per the RFP 26-22 Pricing Workbook following this page.

	City of Glendale Solicitation Number: RFP 26-22/4260039 Landscaping Services - Glendale Regional Public Safety Training Center (GRPSTC) REVISED PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

1. INSTRUCTIONS:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to: travel, telephone, copying, and any other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

2. PRICE SCHEDULE

Item No	Description	Unit of Measure	Estimated Annual Quantity (B)	Unit Price (C)	Extended Price (B*C)
1	GRPSTC	Month	12	\$3,287	\$39,444

Hourly rate for work outside this scope

\$45.00

3. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES ☒ NO ☐

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

4. **PAYMENT** Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

5. **TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Brightview Landscape Services, Inc.3,287