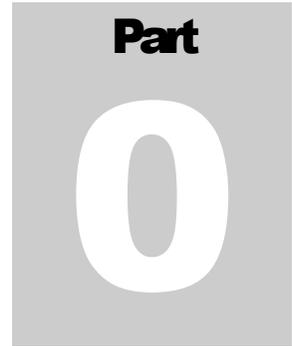

2 September 2017

Request for Proposal
Landscape
Maintenance

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GENERAL CONDITIONS



PART 0 - INSTRUCTIONS TO THE BIDDERS

INVITATION TO BID

LaQuinta at Barkley Ranch HOA invites your firm to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder shall be required to enter into a landscape maintenance agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

September 2, 2017

THE PROJECT:

Project Name: Landscape Maintenance, LaQuinta at Barkley
Ranch HOA
Yuma, Arizona, 85364

PROPOSAL CONTACTS

Any questions concerning this RFP, and all correspondence must be submitted in writing via fax or e-mail to the following contact:

Name: Jacque Hann, Landscaping Coordinator
Address: 4592 W La Quinta Loop
Yuma, Arizona 85364
Contact Phone: 928-580-9255
Contact Fax: 928-345-2148
Contact E-Mail: takes2hanns@roadrunner.com

SUBMISSION OF PROPOSALS:

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. All proposals must be received by 5:00 p.m. on October 6, 2017. Bids will be received at: 4592 W La Quinta Loop, prior to the time and date indicated above. The bids shall be sealed. The bid opening shall be Private; lowest bid may not be the awarded bid.

GENERAL CONDITIONS

All proposals must remain in effect for at least 30 days from submittal. LaQuinta at Barkley Ranch HOA has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a landscaping contract will be made to any firm.

CONTRACTOR INFORMATION

LaQuinta at Barkley Ranch HOA may request additional information, samples, or presentations in support of proposals. Additionally, LaQuinta at Barkley Ranch HOA may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

PROJECT TOURS

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the property will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.



PART 1 - GENERAL CONDITIONS

SCOPE OF WORK

The Landscape Maintenance Contractor (hereinafter called the “Contractor”) shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein (including section zero, “General Information Pertinent to Proposal Preparation”

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup.

The intent is to maintain a Class A appearance of the property as determined by HOA. The Contractor shall maintain such appearance. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by HOA.

DURATION OF AGREEMENT

The term of the agreement shall be for a period of one (1) year commencing January 1, 2018.

QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of the HOA, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of three (3) years in business.

GENERAL CONDITIONS

3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Has a documented safety program with a history of satisfactory past performance.
5. The Landscape Maintenance Contractor for work under this section shall be licensed and bonded by the State of Arizona Registrar of Contractor's (landscaping and irrigation systems).
 6. Has a record of satisfactorily completing past projects.

QUALIFICATIONS OF WORKERS

Bidding firm shall have no illegal labor in its employ.

INSURANCE

Throughout the term of this Agreement, the Contractor shall maintain at his sole expense effective insurance covering his activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor shall furnish the Owner with documentation of this insurance coverage. Such insurance shall be in the amounts stated below.

1. General Liability Insurance:
 - A. Not less than the limits of the liability specified as required by law, no less than \$500,000. per person or \$1,000,000. per event.
2. Auto Liability Insurance:
 - A. Comprehensive automobile liability (owned and non-owned, hired) of \$500,000 each person/\$1,000,000 each accident or as otherwise required by Arizona law.

Proof of Insurance: Contractor shall provide a certificate of insurance from a company licensed to do business in the State of the Project locale indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract.

PAYMENTS

Contractor shall submit an Application Payment/Invoice, to Jacque Hann, LaQuinta at Barkley Ranch HOA accountant, 4592 LaQuinta Loop, Yuma, Arizona 85364, for services on a monthly basis. The Owner shall render the Contractor regularly scheduled payments in remuneration for the Contractor's Maintenance Services in amounts as specified.

TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law.

GENERAL CONDITIONS

PROJECT CONDITIONS

The HOA shall provide information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of Work.



PART 2 - LANDSCAPE SERVICES

Shall consist of a complete, regularly scheduled program (and as agreed upon with HOA) for maintaining the health and appearance of the Project's landscape and plantings. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement.

TURF MAINTENANCE

Turf Mowing

Lawns shall be mowed at the appropriate height to keep a neat appearance weekly. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.

Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Annually it may be necessary to aerate and thatch turf.

Rye grass will be planted annually. LaQuinta HOA will purchase materials.

Turf Edging

Edging and trimming along curbs, walks, bed edges and tree wells shall be done to keep a neat appearance on a weekly basis.

Turf Fertilization & Weed Control

Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area.

All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.

Trash and Debris Removal

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.

Curbs, gutters, cul-de-sac's, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.

LANDSCAPE SERVICES

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

SHRUB MAINTENANCE

All plant and tree material is to be pruned in a manner to provide a neat natural appearance. Limbs that obstruct homes, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Dead or damaged portions of plants shall be removed whenever possible and plant materials will be replaced at HOA's expense with approved shrubs.

All plant material will be fertilized with a balanced slow release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.

Contractor shall monitor shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the HOA Landscaping Coordinator. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the customer.

GROUND COVER & BEDS

Open ground between plants shall be kept weed-free using mechanical or chemical methods.

All plant material shall be free of insect and disease.

Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contractor.

Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces shall be raked smooth and cultivated regularly.

LANDSCAPE SERVICES

Vines shall be trimmed neatly against supporting structures and kept within bounds.

Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.

Windows and home roofs shall be kept clear of encroaching growth.

IRRIGATION SERVICES

Contractor shall provide expertise and all labor to water all areas as required. Contractor shall inspect, test and insure proper time clock operations. This includes monitoring the irrigation sprinkler system to insure that watering times are properly set, using the least amount of water necessary throughout the year. The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings. The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours.

The Contractor shall present repairs and maintenance requirements to the Landscaping Coordinator immediately. The HOA agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid. Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24 hour basis, seven days a week.

OTHER SERVICES

Rock appearance: Rocks should be raked to keep a uniform appearance, this should be checked twice a month.

Rock rejuvenation: The Contractor will spread a depth of approximately 1-2 inches, an aggregate mixture of 1/2-3/4" landscaping aggregate, in all non-grassed common areas and exterior flower beds that are bare of such cover. All rock will be bought by LaQuinta at Barkley Ranch HOA and delivered on site. Labor will be billed to the HOA. Spreading equipment will be provided by the Contractor.

The Contractor shall establish and maintain an effective communication system with the landscaping coordinator.



PART 3 - MISCELLANEOUS PROVISIONS

TERMINATION OF AGREEMENT

During the Landscape services period, (30) days notice shall be required for termination of this agreement.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date, together with all Termination Expenses as defined below.

Termination Expenses include expenses directly attributable to termination for which the Contractor is not otherwise compensated



PART 4 - B I D F O R M S

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Telephone

Date

MONTHLY LANDSCAPE SERVICES BID:

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Landscape Maintenance Services for a period of one (1) year for the landscaping work for the above stated project, for an annual fee of (inclusive of all state and local sales tax):

_____ Dollars (\$_____) per Year.

B I D F O R M S

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Landscape Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the landscape services of:

Project Name

Name of Contractor

Authorized Signature

Name & Title of Signatory

B I D F O R M S

BIDDER QUALIFICATIONS:

In order to qualify for the interior landscape work on this Project, bidders must submit all information requested in the following pages.

INSURANCE REQUIREMENTS

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

1. General Liability Insurance:
 - A. Not less than the limits of the liability specified as required by law, no less than \$500,000 per person or \$1,000,000 per event.
2. Auto Liability Insurance:
 - A. Comprehensive automobile liability (owned and non-owned, hired) of \$500,000 each person/\$1,000,000 each accident or as otherwise required by Arizona law.

B I D F O R M S

SUMMARY OF EXPERIENCE

Company Name: _____

Main Office Location: _____

Contact Name: _____

Phone #: _____

FAX# _____

Email _____

Year Company founded _____

Years in Landscape Maintenance: _____

Last calendar year landscape maintenance volume: _____

Describe your method of handling customer complaints/problems:

B I D F O R M S

REFERENCES

Complete and submit the following for two (2) projects of similar complexity as the project specified.

Name of Project:

Address of Project:

Contact Person:

Telephone Number:

Email:

Monthly Contract Amount: less than \$3000 \$3001 - 5,000 \$5,001-\$7,000
\$over 7,000

Years Serviced: less than 1 year 1-3 years 3-5 years 5-10 years over 10
years

Description of Work:

Other Remarks:

B I D F O R M S

REFERENCES

Complete and submit the following for two (2) projects of similar complexity as the project specified.

Name of Project:

Address of Project:

Contact Person:

Telephone Number:

Email:

Monthly Contract Amount: less than \$3000 \$3001 - 5,000 \$5,001-\$7,000
\$over 7,000

Years Serviced: less than 1 year 1-3 years 3-5 years 5-10 years over 10
years

Description of Work:

Other Remarks: