

Staff Summary Report

Council Meeting Date: 06-05-2008

Agenda Item Number: _____

SUBJECT: Request to award two-year contracts with three, one-year renewal options to Somerset Landscape Maintenance and Urban Forest Tree Care for landscape maintenance services.

DOCUMENT NAME: 20080605fslg23 PURCHASES (1004-01)

SUPPORTING DOCS: Yes

COMMENTS: (RFP #09-002) Total cost for this contract shall not exceed \$1,226,733 during the initial contract period.

PREPARED BY: Lisa Goodman, CPPB, Procurement Officer, 480-350-8533

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Mark Richwine, Parks and Recreation Manager, 480-350-5325
Glenn Kephart, Public Works Manager, 480-350-8205
Chris Salomone, Community Development Manager, 480-350-8294

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 2555-6671, 3914-6771, 3917-6617, 4414-6672 and 4415-6672.

RECOMMENDATION: Award the contracts.

ADDITIONAL INFO: Request for Proposal (RFP) #09-002 was issued to establish contracts for landscape maintenance services. Four proposals were received. An evaluation committee comprised of Community Development, Parks and Recreation, Public Works and Procurement staff completed an initial scoring of responsive firms. The four firms were asked to submit Best and Final Offers. Somerset Landscape received the high score and is recommended for award for north and south and Rio Salado areas. Urban Forest Tree Care received the high score for the proposed transit areas and is recommended for award.

This contract provides landscape maintenance services for developed and undeveloped general areas in the north and south, Transit areas, which includes all Tempe multi-use paths, and Rio Salado areas.

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name	<u>Somerset Landscape Maintenance Inc</u>
Company Mailing Address	<u>19051 S. Arizona Ave.</u>
Company Street Address	<u>Chandler, AZ 85286</u>
Proposal Offeror Contact	<u>Brian Lemmermann</u> Title <u>President</u>
Contact's Phone No.	<u>480 967 782-5296</u> E-mail Address <u>somersetlandscape@cox.net</u>
Proposal Offeror's Company Tax Information:	
Arizona Transaction Privilege (Sales) Tax No.	_____ or
Arizona Use Tax No.	<u>07615055</u>
Federal I.D. No.	<u>86-1042862</u>
City & State Where Sales Tax is Paid	<u>Tempe, AZ</u>

THIS PROPOSAL IS OFFERED BY

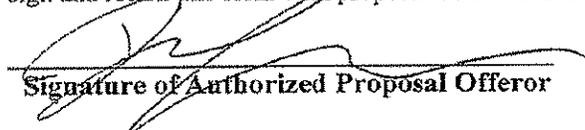
Authorized Proposal Offeror (Type or Print in ink) Brian Lemmermann

Proposal Offeror's Title (Type or Print in ink) President

Date 9/10/07

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.


Signature of Authorized Proposal Offeror

9/10/07
Date

Form 201-B (RFP)
(H/RFP 3-2002)

PRICE SHEET

Areas: All North Only South Only

Detail Price Sheet

General (ROWs/Medians/Facilities/Parks)

Company Somerset

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
Contract Areas						
1 a	Contracted DEVELOPED General Areas (Excludes Specific Task listed in 1b; 1c; 1d; 1e; 1f below) Exception:	Sq. Ft.	0.0065	0.0052	0.0035	0.0024
Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below may be used to SUBTRACT from Contracted Area Task, within one or more Section.						
	<u>Basic Services</u> - (1) Safety and Clearance (Trees/Shrubs/Groundcover); (2) Clean up - Landscape Trash & Litter (includes Granite Areas) and Mechanical Weed Removal; (3) Grass/Wood Control - All task (excludes Turf areas); (4) Irrigation Repairs - downstream of backflow preventer	Sq. Ft.	0.00553	0.00442	0.002975	0.00204
	<u>Trees</u> - (1) Trim/Prune; (2) Olive Tree Treatment & Fruit Removal; (3) Report Tree Problems	Sq. Ft.	0.00033	0.00026	0.000175	0.00012
	<u>Shrubs & Groundcovers</u> - (1) Trim/Prune; (2) Dead Removal	Sq. Ft.	0.00032	0.00026	0.000175	0.00012
	<u>Pest Control</u> (products provided) - (1) Inspections; (2) Complete Service Requests	Sq. Ft.	0.00013	0.0001	0.00007	0.00005
	<u>Irrigation</u> - (1) Visual Inspections; (2) Annual Inspections; (3) Report Problems; (4) complete Service Requests	Sq. Ft.	0.00013	0.00011	0.00007	0.00005
	<u>Erosion</u> - (1) Storm Clearance; (2) Report Erosion Problems	Sq. Ft.	0.00006	0.00005	0.000035	0.00002
1 b	Contracted DEVELOPED General Areas with Standard Turf Related Task					
	Turf Mowing & Line Trimming - Sections #s Requiring Standard Turf Task (Total TURF Sq. Ft. = 289,258); North=17; 18; 21; 108; 159; 216-217; 288; 324; 332 and South=65; 121; 184; 305					
	Total All - Spring to Fall & Winter	Sq. Ft.				
	Exception:		0.0055			
Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below may be used to SUBTRACT from Contracted Area Task, within one or more Section.						
	Spring to Fall	Sq. Ft.	0.0038			
	Winter	Sq. Ft.	0.0065			

PRICE SHEET

Areas: All North Only South Only

Detail Price Sheet

General (ROWs/Medians/Facilities/Parks)

Company Somerset

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
1 c	Contracted DEVELOPED General Areas with Special Turf Related Task					
	Turf Mowing & Line Trimming (Special) - Sections #s Requiring Special Turf Services: North = 178 (Total TURF Sq. Ft. = 21,000)					
	Total All - Year Around Weekly Manual Mowing; Scalping; Overseeding; Fertilization; Turf Broadleaf/Pre-emergent Treatment Exception:	Sq. Ft.	0.0816			
	Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below will be used to SUBTRACT Contracted Area Task, within one or more Section.					
	Year Around Weekly Manual Mowing	Sq. Ft.	0.0088			
	Scalping/Overseeding (products provided)	Sq. Ft.	0.0002			
	Fertilization (products provided)	Sq. Ft.	0.0002			
	Grass/Weed Control (products provided)					
	Turf Pre-emergent Treatment	Sq. Ft.	0.0002			
	Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.	0.0002			
1 d	Contracted DEVELOPED General Areas with Shrub Shearing Formal Hedges Task					
	Shrubs - Section #s Requiring Shrub Shearing (Total Sq. Ft. of All Section Areas = 81,313): North=54; 56; 57; 59; 63; 82 to 91; 286; 287; 289; 290					
	Shear Formal Hedges Exception:	Sq. Ft.	0.0068	0.0058	0.0043	0.0034
1 e	Contracted DEVELOPED General Areas with Surface Paved Area Sweeping or Blowing Task					
	Surfaces - Section #s requiring Sweeping or Blowing of Sidewalks/Medians/Patios (Total Sq. Ft. of All Section Areas = 32,253): North= 41; 64; 157 & South=180; 240; 241					
	Sweep/Blow Sidewalks/Medians/Patios Exception:	Sq. Ft.	0.0068	0.0058	0.0043	0.0034
1 f	Contracted UNDEVELOPED General Areas	Sq. Ft.				
	Exception:		0.0059	0.0048	0.0031	0.0021
	Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below may be used to SUBTRACT from Contracted Area Task, within one or more Section.					
	Clean up - Landscape - Trash & Litter; Landscape Mechanical Weed Control	Sq. Ft.	0.0052	0.0041	0.0028	0.0016

PRICE SHEET

Areas: All North Only South Only

Detail Price Sheet

General (ROWS/Medians/Facilities/Parks)

Company Southern

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
	Grass/Weed Control (excludes Turf) - including Pre- & Post- Emergent (products provided); Roundup or Equivalent Treatment; Treat & Remove Grass/Weeds > 3" height/spread; Complete Service Requests	Sq. Ft.	0.0007	0.0007	0.0005	0.0005

City of Tempe - Landscape Maintenance Contract - Price Sheet

Transit Areas

Company _____

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
Contract Areas						
2 a	Contracted DEVELOPED Transit Areas	Sq. Ft.				
	Exception:		0.0065			
2 b	Contracted DEVELOPED Transit Areas <u>with Quarterly. NOT Yearly Shrub Trimming/Pruning Task</u>					
	Shrubs - Section #s Requiring Quarterly Shrub Trimming/Pruning (Total Sq. Ft. of <u>All Section Areas</u> = 141,695): South = 140 ONLY					
	Quarterly Shrub Trimming/Pruning	Sq. Ft.				
	Exception:		0.0065			

City of Tempe - Landscape Maintenance Contract - Price Sheet

Rio Salado Areas

Company _____

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
Contract Areas						
3 a	Contracted DEVELOPED Rio Salado Areas (<u>Excludes Specific Task listed in 3b to 3f below</u>)	Sq. Ft.				
	Exception:		0.0065			

PRICE SHEET

City of Tempe - Landscape Maintenance Contract - Price Sheet

Rio Salado Areas

Company Gomez

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
3	b Contracted DEVELOPED Rio Salado Areas with Special Turf Related Task	Turf Mowing & Line Trimming (Special) - Sections #s Requiring Special Turf Services (Total TURF Sq. Ft. = 176,450): North = 333 ONLY				
		Total All - Year Around Weekly Mowing; Scalping; Overseeding; Fertilization; Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.			
	Exception:		0.0096			
	Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below will be used to SUBTRACT Contracted Area Task, within one or more Section.					
	Year Around Weekly Mowing	Sq. Ft.	0.0088			
	Scalping/Overseeding (products provided)	Sq. Ft.	0.0002			
	Fertilization (products provided)	Sq. Ft.	0.0002			
	Grass/Weed Control (products provided)					
	Turf Pre-emergent Treatment	Sq. Ft.	0.0002			
	Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.	0.0002			
3	c Contracted DEVELOPED Rio Salado Areas with Special Turf Related Task	Turf Mowing & Line Trimming (Special) - Sections #s Requiring Special Turf Services (Total TURF Sq. Ft. = 38,000): North = 334 ONLY				
		Total All - Year Around Weekly Manual (use of push mower) Mowing; Scalping; Overseeding; Fertilization; Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.			
	Exception:		0.018			
	Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below will be used to SUBTRACT Contracted Area Task, within one or more Section.					
	Year Around Weekly Manual Mowing	Sq. Ft.	0.01			
	Scalping/Overseeding (products provided)	Sq. Ft.	0.0002			
	Fertilization (products provided)	Sq. Ft.	0.0002			
	Grass/Weed Control (products provided)					
	Turf Pre-emergent Treatment	Sq. Ft.	0.0002			
	Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.	0.0002			

PRICE SHEET

City of Tempe - Landscape Maintenance Contract - Price Sheet

Rio Salado Areas

Company GENERAL

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
3 d	Contracted DEVELOPED Rio Salado Areas (Total Sq. Ft. = 55,000) Section #334 Only - Stabilized Granite Path Inspections and Repairs Exception:	Sq. Ft.	0.0092			
3 e	Contracted DEVELOPED Rio Salado Areas with Surface Paved Area Sweeping or Blowing Task Surfaces - Section #s requiring Sweeping or Blowing of Multi-use Concrete Path/Sidewalks Total Sq. Ft. - 64,000 - #334 ONLY Sweep/Blow Exception:	Sq. Ft.	0.0068			
3 f	Contracted UNDEVELOPED Rio Salado Areas - For Future Use ONLY (no areas currently listed) Exception:	Sq. Ft.	0.0059	0.0048	0.0031	0.0021
Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below may be used to SUBTRACT from Contracted Area Task, within one or more Section.						
	Clean up - Landscape - Trash & Litter; Landscape Mechanical Weed Control	Sq. Ft.	0.0052	0.0041	0.0026	0.0016
	Grass/Weed Control (excludes Turf) - including Pre- & Post- Emergent (products provided); Roundup or Equivalent Treatment; Treat & Remove Grass/Weeds > 3" height/spread; Complete Service Requests	Sq. Ft.	0.0007	0.0007	0.0005	0.0005

PRICE SHEET

* Applicable Tax 0 %

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of 0 % 30 days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
 Accounting (see below for your contact)
 P.O. Box 5002
 Tempe, Arizona 85280

Accounting Contacts: Cecilia Miller Letters A-C
 Ramona Zapfen Letters D-O
 Penny Brophy Letters P-Z

(R/RFP3-2002)

PRICE SHEET

**Labor and Equipment Rates
for Repair, Extra and Emergency Work**

Labor Rates

Repairs / Extra Work

Job Title	Rate Per Hour
Driver	24 ⁰⁰
Operator	24 ⁰⁰
Labor	19 ⁰⁰
Tractor	35 ⁰⁰

Emergency Work

Job Title	Rate Per Hour
Driver	35 ⁰⁰
Operator	35 ⁰⁰
Labor	30 ⁰⁰
Tractor	55 ⁰⁰

Equipment Rates

what might be needed to do extra work

Equipment Type	Rate Per Day
60" skid steer	\$300
Backhoe	\$380
60" Trencher	\$200

Material Rates

Actual cost plus 5 % mark-up.

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 2.

Name (as shown on your income tax return)
Somerset Landscape Maintenance Inc

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company. Enter the tax classification (Disregarded entity, S-corporation, R-partnership) Other (see instructions) Exempt payee

Address (number, street, and apt. or suite no.)
19051 So Arizona Ave

City, state, and ZIP code
Chandler AZ 85286

Requester's name and address (optional)

Use account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

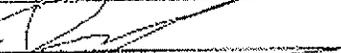
Employer identification number
8611042562

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person  Date **4/30/08**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

REFERENCES

<u>Job Name</u>	<u>Contact</u>	<u>Telephone</u>
City Of Scottsdale *Parks maintenance mowing, and litter removal services.	Bill Sturgill	602-689-1079 (1 year)
Town of Gilbert *Parks and Civic center maintenance.	Rick Acuna	602-721-8345 (3 years)
City of Mesa *Aquatics Sites landscape maintenance.	Mark Bragg	480-644-4303 (7 years)
City of Phoenix *Service Centers landscape maintenance.	Ron Helton	602-495-5631 (1 year)
City of Phoenix *Housing Sites landscape maintenance.	Pene Norville	602-534-5691 (1 year)

Previous Jobs

City of Chandler *Landscape maintenance/row.	Rudy or Bill DePauw	480-200-8710 (1 year)
Glendale Schools District *Landscape services/sites renovations.	Kevin Tucker	602-722-6402 (2 years)
Bunny's Inc. /Construction Rich *Landscape installation for phoenix down town ROW renovations.	Rich	480-283-4331 (2 years)

Description of Contractor's Organization

Somerset Landscape & Maintenance, Inc. (SLM) is a minority owned small business employing between 70 and 80 landscape professionals, operated by Brian S. Lemmermann. Brian has years of experience in all phases of landscape construction and maintenance. Somerset was originally established to provide top quality and affordable landscape maintenance to private individuals. As the Corporation grew through acquisitions and referrals, Somerset diversified its clientele, while still maintaining its commitment to top quality landscape maintenance service at affordable prices.

Somerset's acquisitions have netted it additional highly trained personnel who complement the original Somerset staff. Although the corporation has grown, it has maintained its staff cohesiveness and camaraderie along with its high professional standards. Somerset continues to provide top quality property maintenance, irrigation repairs and weed control services to private individuals, home owners associations, large commercial establishments and city governments. Some of Somerset's government clients include the City of Mesa, Town of Gilbert, City of Phoenix, City of Scottsdale, City of Chandler, Mesa Public Schools and the City of Peoria.

Somerset Landscape & Maintenance, Inc. is based at 19051 S. Arizona Avenue (Loop 202 and Arizona Avenue), in Chandler Arizona. The corporation's office, repair facility and waste transfer operation are located at that facility. Somerset also has a satellite yard located in the Scottsdale Air Park (101 and Frank Lloyd Wright). Somerset maintains on hand all equipment necessary to meet and/or exceed any contract requirements. Somerset's in-house waste removal operation and proximity to this contract's work site allow us more net labor and a quick response time.

Somerset landscape and maintenance crews have experience in building repairs, electrical, plumbing, and back flow prevention services, weed control, tree trimming, mowing, pest control, and erosion and landscape maintenance.

Somerset uses power equipment that meets or exceeds current E.P.A. requirements.

We are licensed members of the Register of Contractors and the Better Business Bureau and professional members of the International Society of Arboriculture and Desert Botanical Gardens.

5. 6. 7. 8. 9. 10. 11. 12. 13...

5 & 6. This proposal was compiled by Brian Lemmermann, President, Somerset Landscape Maintenance. Brian has 9 years experience bidding large construction and maintenance projects. He bids all projects exceeding \$100,000 annual billing. Brian is also a Certified Arborist, Irrigation Tech, And Qualifying Party for Somerset Landscape Maintenance.

7. Somerset Landscape Maintenance has been in business for the past 9 years.

8. Somerset's office is located at 19051 s. Arizona Avenue in Chandler. Our office is fully staffed and open during normal business hours for any site visits.

9 & 10. Most staff members to be assigned to this contract have recently completed work on the City of Chandler Right of Ways contract. This contract included all streets and ROW maintenance in Chandler from Interstate 10 to Valvista and Ray Road to Riggs Road. These individuals include:

On-site Supervisor: Xavier King.

Xavier has been supervising large contracts for Somerset Landscape & Maintenance for the past four years. He has supervised contracts for the City of Mesa, Town of Gilbert, City of Phoenix, and most recently, the City of Chandler Right of Way and streets contract. Xavier supervised the construction of the City of Phoenix downtown ROW landscape installation. Xavier has worked in number of positions lawn mowing to trimming, construction to irrigation. He has a thorough understanding of the installation, irrigation, and maintenance of ROW landscape.

Irrigation Technician: Sergio Lopez.

Sergio has 20 years experience as a large contract irrigation technician. For the past three years he has been the irrigation technician for the City of Chandler Right of Ways contract, servicing over 1,500 irrigation timers and 9,500 valves, in addition to servicing other equipment. Sergio is one of the most experienced highway ROW technicians in the valley. He carries with him a full array of equipment, to include controllers, remotes, wire, tracers and toners. The City of Chandler's irrigation supervisor can attest to Sergio's exceptional attitude, timely response and quality of work.

Crew Leader

Jose B. Melecio

Jose has years of practical experience in ROW maintenance. He is transitioning from the City of Chandler ROW contract.

Crew Leader

Miguel Gutierrez

Miguel has two years with Somerset as a crew leader. He came to us highly recommended and has 10 years of total experience in municipal work. He is currently overseeing a crew maintaining parks for the City of Scottsdale.

Crew Leader

Mario Lopez

Mario has 20 years of municipal experience including 2007 as crew leader in City of Scottsdale contract and the three previous years as crew leader on City of Chandler ROW

Crew Leader/ tree trimming

Jesse Gale

Jesse is the crew leader for one of our tree trimming crews. He has much practical experience in ROW service. He is currently working on the City of Phoenix ROW / Encanto Golf Courses tree trimming contract. Along with dump trucks Jesse oversees the use of our 75 ft elevator lift truck with dump.

Laborers

All have a minimum of one year with SLM

Nicolas Macedo

Joaquin Alonso

Juan Gutierrez Back-up Driver

Frank Valenzuela Irrigation Tech/ Driver

Pedro Garcia

Francisco Baltazar

Alonso Escarsega

Jesus Martinez

Antonio Garcia

Feliciano Aguilar Back-up Driver

Somerset has back-up drivers, supervisors, irrigators and laborers who will also be trained on the requirements of this contract in order to provide depth and ensure quality continuity of service throughout the duration of the contract.

12 & 13. We have attached a sample of work schedules made for our crews and supervisors. All City of Tempe's requirements, scope of work and schedules will translated and bound for each crew to study and keep. Somerset plans to break the daily maintenance work into three crews. One for the highest visibility areas and the other two splitting streets and lower use sites. We

will have two full time irrigation technicians; one doing repairs and the other doing the annual irrigation audits and helping with repairs and emergencies when needed. Our supervisor will work with the crews and the City to insure our work is of the highest quality and on schedule. Our Supervisor will visit every site weekly to visually inspect the work and condition of the site.

15 & 16. Somerset has all certificates and licenses required in the request and all are current.

17. yes

18. Yes. Boersma McCormick -- Allied Insurance a Bests rated firm

19 & 20. No

21. Somerset is financially stable company which insures it's ability to receive Bonding. We will be happy to provide financial reviews and statements.

22. None

23. Somerset is a great company that works to build a friendly and open relationship with it's clients. We urge you to speak with our references. We are large enough to complete all work the city may request while small enough to respond or adjust to necessary changes. Somerset has a very low turnover rate which allows us to dispatch experienced employees upon start of new contracts. Brian Lemmermann is currently enrolled in the Desert Botanical Garden's Desert Landscape Professional certification course.

24. Somerset communicates with many of it's clients by email

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name	<u>Urban Forest Tree Care, Inc</u>
Company Mailing Address	<u>PO. box 15731 Phoenix, Az. 85060</u>
Company Street Address	<u>2921 W. McDowell Rd</u>
Proposal Offeror Contact	<u>Kelly O'Toole</u> Title <u>Certified Arborist</u>
Contact's Phone No.	<u>602-725-1414</u> E-mail Address <u>kelly@UETC.COM</u>
<u>Proposal Offeror's Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No.	_____ or _____
Arizona Use Tax No.	_____
Federal I.D. No.	<u>113693634</u>
City & State Where Sales Tax is Paid	_____

THIS PROPOSAL IS OFFERED BY

Authorized Proposal Offeror (Type or Print in ink) Kelly O'Toole

Proposal Offeror's Title (Type of Print in ink) Certified Arborist

Date 5/1/08

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.

Kelly O'Toole
Signature of Authorized Proposal Offeror

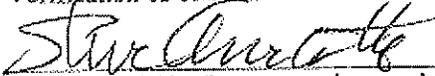
5/1/08
Date

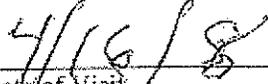
Form 201-B (RFP)
(RFP 3-2002)

Proposal Questionnaire

Proposal offeror is to completely and honestly answer each of the following questions and where requested, provide supporting documentation. Questions and responses will be used for evaluation purposes and are to be organized in the same sequence as presented below. Please clearly identify the "Proposal Questionnaire Response" portion of your proposal response. Be sure to enclose your questionnaire responses and supporting materials within your proposal response.

1. Verification of Site Visit Attendance:


Signature of City Representative conducting visit


Date of Visit

Signature by City Representative is required for your offer to be considered responsive.

2. Provide an overview of your firm's qualifications to provide service to a public entity. The Proposal offeror will include a demonstration of the firm's knowledge and experience, including the minimum experience and certification requirements described herein. The Proposal offeror shall include a list of landscape maintenance services similar in nature and scope to this Scope of Work and a description of the firm's general organization with names of key personnel, indicating the depth and quality of experience.
3. List five (5) current clients for which the Proposal offeror provides services which are considered identical or similar to the Scope of Work describe herein for landscape maintenance, including governmental entities if possible. For each client listed, state the type of service provided, years of service for the client, name, title and telephone number of the person to contact regarding the Proposal offeror's performance
4. List three (3) landscape maintenance clients' references, including governmental entities if possible that no longer use the Proposal offeror's services. For each client listed, state the type of service provided, years of service for the client, name, title and telephone number of the person to contact regarding the Proposal offeror's performance.
5. Provide a synopsis of the Proposal offeror's municipal expertise. (Note: The synopsis shall indicate if expertise is in-house locally or in another corporate office.)
6. Does one of the Proposal offeror's officers have a minimum of two (2) years experience (prior experience with other firm(s) is acceptable) in providing landscape maintenance services similar in nature and scope? If yes, explain.
7. How long has your firm (under the same legal name) been in business? _____ years
8. Does your firm have a fully staffed, full service office in the Phoenix metropolitan area? What is the location of your local office?
9. Provide a list of employees that will be assigned to any resulting contract and their assigned duties.
10. Provide biographical sketches for all personnel to be assigned to this account which identify their experience, education, and professional designations and memberships.
11. Provide an organizational chart for your firm showing the staffing and lines of authority for the key personnel to be used during this contract. The relationships of the front-line maintenance staff to the manager and to the support personnel should be clearly illustrated.

12. Provide a description of the methodology the Proposal offeror will use to meet contract work requirements. Describe in detail the Proposal offeror's approach to providing services for this contract and how the services will be performed to meet the intent of the Scope of Work. In addition, the Proposal offeror must submit a staffing plan and the Proposal offeror's approach to complete the services identified, which are comprised of full-time employees, unless the Proposal offeror can demonstrate to the City the necessity of part-time staff. If a staffing plan contains part-time employees, the Proposal offeror must submit written justification for the use of part-time staff.
13. Present a quality control plan to be used by the Proposal offeror to ensure the required services are provided as specified. The plan shall include an identified monitoring system covering all the services listed in the Scope of Work and methods for identifying and preventing deficiencies in the quality of services. Specifically the following factors must be included in the plan:
 - Activities to be monitored to ensure compliance with all contract requirements
 - Monitoring methods to be used
 - Frequency of monitoring
 - Samples of forms to be used in monitoring
 - Title/level and qualifications of personnel performing monitoring functions
 - File of all monitoring results, including any corrective action taken
14. Provide sample copies of reports (e.g. annually, quarterly, monthly, weekly, daily), checklists, and other documents that you will provide to the City.
15. Does your company have all required Federal, State, and local certifications and licenses required for resulting contract? If no, please explain. Provide copies of certifications and licenses.
16. Are all certifications, licenses and permits current?
17. Does your company accept all terms and conditions of this Proposal?
Yes No
18. If selected, will your company comply with the insurance requirements as outlined in the Special Terms and Conditions section of this RFP? If yes, provide the name(s) of the firm(s) and "Best's" rating.
19. Has your company ever defaulted on a similar type of contract? If yes, please explain.
20. Provide by name, case and court jurisdiction any pending litigation in which the Proposal offeror was involved or judgments against Proposal offeror in the past five (5) years. Provide a statement describing the size and scope of any pending or threatened claims or litigation.
21. Provide the City with proof of financial stability. Proof of financial stability may include audited or reviewed financial statements, tax returns or other documents providing evidence of stability. The City shall be the sole judge of financial stability.
22. Describe any existing or potential conflicts of interest or any other problems that exist or may arise in performing the services from any resulting contract.
23. Provide any additional information that may assist the City in making a selection and/or understanding what your company is offering.
24. Indicate the Proposal offeror's capabilities to communicate through e-mail.

5/1/8 Tempe Proposal Questionnaire
Urban Forest Tree Care, Inc.
Answers

2. We have provided quality tree & weed service in the valley for the past seven years. The focus of our service has been in governmental, municipal, industrial, & commercial clients.
Key personnel include:
James Griffin, President, certified Arborist, 15 years experience
Kelly O'Toole, Sales, Director of Safety, Certified Arborist, 12 years experience
Joe Gonzales, Qualified Party, Operations Supervisor, spray tech, 8 year experience
Vic Trotta, General Manager, 7 years experience.
3. City of Tempe, Steve Amelotte
City of Mesa, Jonathan Arnold
City of Scottsdale, Bill Sturgil
Luke Air Force Base, Philip Ritter
SBM Site Services, (Intel) John Goings
City of Gilbert, Dennis Sullivan
4. Tony's Multi. Service, Philip Ritter
5. All expertise is in-house
6. yes

5/1/8 Tempe Proposal Questionnaire
Urban Forest Tree Care, Inc.
Answers (cont.)

7. Seven years
8. yes. 2921 W. McDowell Rd. Phx. Az.
9. All Key personnel & other personnel as contract requires.
10. All key personnel previously listed, plus 2 Certified Arborist & 6 certified Tree Workers
11. NA
12. All key personnel, plus whatever it takes to complete scope of work & deliver the end result in a professional manner.
13. All forms & reports supplied by city & what ever it takes to deliver the end result.
14. NA.
15. yes
16. yes
18. yes
19. No. 20. NA
21. when awarded
22. None
23. NA
24. Pro & percent with e-mail

PRICE SHEET

Areas: All North Only South Only

Detail Price Sheet

General (ROWs/Medians/Facilities/Parks)

Company WFTC

Item #	Description	Unit	Price by Service Level				
			1	2	3	4	
Contract Areas							
1	a	Contracted DEVELOPED General Areas (Excludes Specific Task listed in 1b; 1c; 1d; 1e; 1f below) Exception:	Sq. Ft.				
				.00898	.00654	.00543	.00432
Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below may be used to SUBTRACT from Contracted Area Task, within one or more Section.							
		Basic Services - (1) Safety and Clearance (Trees/Shrubs/Groundcover); (2) Clean up - Landscape Trash & Litter (includes Granite Areas) and Mechanical Weed Removal; (3) Grass/Weed Control - All task (excludes Turf areas); (4) Irrigation Repairs - downstream of backflow preventer <i>Exception: Trees, Shrubs</i>	Sq. Ft.				
				.00876	.00765	.00654	.00543
		Trees - (1) Trim/Prune; (2) Olive Tree Treatment & Fruit Removal; (3) Report Tree Problems	Sq. Ft.	NA	NA		
		Shrubs & Groundcovers - (1) Trim/Prune; (2) Dead Removal	Sq. Ft.	NA	NA		
		Pest Control (products provided) - (1) Inspections; (2) Complete Service Requests	Sq. Ft.	.00123	.00112	.00111	.00100
		Irrigation - (1) Visual Inspections; (2) Annual Inspections; (3) Report Problems; (4) complete Service Requests	Sq. Ft.	.00876	.00765	.00654	.00543
		Erosion - (1) Storm Clearance; (2) Report Erosion Problems	Sq. Ft.	.00987	.00876	.00765	.00654
1	b	Contracted DEVELOPED General Areas with Standard Turf Related Task					
Turf Mowing & Line Trimming - Sections #s Requiring Standard Turf Task (Total TURF Sq. Ft. = 289,268): North=17; 18; 21; 108; 159; 216-217; 288; 324; 332 and South=65; 121; 184; 305							
		Total All - Spring to Fall & Winter Exception:	Sq. Ft.				
				.00789			
Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below may be used to SUBTRACT from Contracted Area Task, within one or more Section.							
		Spring to Fall	Sq. Ft.	.00789			
		Winter	Sq. Ft.	.00678			

PRICE SHEET

Areas: All North Only South Only

Detail Price Sheet

General (ROWs/Medians/Facilities/Parks)

Company UETC

Item #	Description	Unit	Price by Service Level				
			1	2	3	4	
1	c	Contracted DEVELOPED General Areas with Special Turf Related Task					
		Turf Mowing & Line Trimming (Special) - Sections #s Requiring Special Turf Services: North = 178 (Total TURF Sq. Ft. = 21,000)					
		Total All - Year Around Weekly Manual Mowing; Scalping; Overseeding; Fertilization; Turf Broadleaf/Pre-emergent Treatment Exception:	Sq. Ft.				
				.00543			
		Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below will be used to SUBTRACT Contracted Area Task, within one or more Section.					
		Year Around Weekly Manual Mowing	Sq. Ft.	.00530			
		Scalping/Overseeding (products provided)	Sq. Ft.	.00678			
		Fertilization (products provided)	Sq. Ft.				
		Grass/Weed Control (products provided)					
		Turf Pre-emergent Treatment	Sq. Ft.	.00123			
		Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.	.00234			
1	d	Contracted DEVELOPED General Areas with Shrub Shearing Formal Hedges Task					
		Shrubs - Section #s Requiring Shrub Shearing (Total Sq. Ft. of All Section Areas = 81,313): North=54; 56; 57; 59; 63; 82 to 91; 286; 287; 289; 290					
		Shear Formal Hedges	Sq. Ft.				
		Exception:		.00789	.00678	.00567	.00456
1	e	Contracted DEVELOPED General Areas with Surface Paved Area Sweeping or Blowing Task					
		Surfaces - Section #s requiring Sweeping or Blowing of Sidewalks/Medians/Patios (Total Sq. Ft. of All Section Areas = 32,253): North= 41; 64; 157 & South=180; 240; 241					
		Sweep/Blow Sidewalks/Medians/Patios	Sq. Ft.				
		Exception:		.00234	.00173	.00122	.00111
1	f	Contracted UNDEVELOPED General Areas	Sq. Ft.				
		Exception:		.00345	.00344	.00289	.00250
		Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below may be used to SUBTRACT from Contracted Area Task, within one or more Section.					
		Clean up - Landscape - Trash & Litter; Landscape Mechanical Weed Control	Sq. Ft.				
				.00678	.00567	.00456	.00345

PRICE SHEET

Areas: All North Only South Only

Detail Price Sheet

General (ROWS/Medians/Facilities/Parks)

Company UFTC

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
	Grass/Weed Control (excludes Turf) - including Pre- & Post- Emergent (products provided); Roundup or Equivalent Treatment; Treat & Remove Grass/Weeds > 3" height/spread; Complete Service Requests	Sq. Ft.	.00231	.00123	.00121	.00120

City of Tempe - Landscape Maintenance Contract - Price Sheet

Transit Areas

Company UFTC

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
Contract Areas						
2 a	Contracted DEVELOPED Transit Areas	Sq. Ft.				
	Exception:		.00678			
2 b	Contracted DEVELOPED Transit Areas with Quarterly, NOT Yearly Shrub Trimming/Pruning Task					
	Shrubs - Section #s Requiring Quarterly Shrub Trimming/Pruning (Total Sq. Ft. of <u>All Section Areas</u> = 141,695); South = 140 ONLY					
	Quarterly Shrub Trimming/Pruning	Sq. Ft.				
	Exception:		.00321			

City of Tempe - Landscape Maintenance Contract - Price Sheet

Rio Salado Areas

Company _____

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
Contract Areas						
3 a	Contracted DEVELOPED Rio Salado Areas (Excludes Specific Task listed in 3b to 3f below)	Sq. Ft.				
	Exception:					

PRICE SHEET

City of Tempe - Landscape Maintenance Contract - Price Sheet
Rio Salado Areas

Company UFTC

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
3 b	Contracted DEVELOPED Rio Salado Areas with Special Turf Related Task					
	Turf Mowing & Line Trimming (Special) - Sections #s Requiring Special Turf Services (Total TURF Sq. Ft. = 176,450); North = 333 ONLY					
	Total All - Year Around Weekly Mowing; Scalping; Overseeding; Fertilization; Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.				
	Exception:					
	Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below will be used to SUBTRACT Contracted Area Task, within one or more Section.					
	Year Around Weekly Mowing	Sq. Ft.				
	Scalping/Overseeding (products provided)	Sq. Ft.				
	Fertilization (products provided)	Sq. Ft.				
	Grass/Weed Control (products provided)					
	Turf Pre-emergent Treatment	Sq. Ft.				
Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.					
3 c	Contracted DEVELOPED Rio/Salado Areas with Special Turf Related Task					
	Turf Mowing & Line Trimming (Special) - Sections #s Requiring Special Turf Services (Total TURF Sq. Ft. = 38,000); North = 334 ONLY					
	Total All - Year Around Weekly Manual (use of push mower) Mowing; Scalping; Overseeding; Fertilization; Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.				
	Exception:					
	Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below will be used to SUBTRACT Contracted Area Task, within one or more Section.					
	Year Around Weekly Manual Mowing	Sq. Ft.				
	Scalping/Overseeding (products provided)	Sq. Ft.				
	Fertilization (products provided)	Sq. Ft.				
	Grass/Weed Control (products provided)					
	Turf Pre-emergent Treatment	Sq. Ft.				
Turf Broadleaf/Pre-emergent Treatment	Sq. Ft.					

1,002.89

PRICE SHEET

City of Tempe - Landscape Maintenance Contract - Price Sheet

Rio Salado Areas

Company WFTC

Item #	Description	Unit	Price by Service Level			
			1	2	3	4
3 d	Contracted DEVELOPED Rio Salado Areas (Total Sq. Ft. = 55,000) Section #334 Only - Stabilized Granite Path Inspections and Repairs Exception:	Sq. Ft.				
3 e	Contracted DEVELOPED Rio Salado Areas with Surface Paved Area Sweeping or Blowing Task Surfaces - Section #s requiring Sweeping or Blowing of Multi-use Concrete Path/Sidewalks Total Sq. Ft. - 54,000 - #334 ONLY Sweep/Blow Exception:	Sq. Ft.				
3 f	Contracted UNDEVELOPED Rio Salado Areas - For Future Use ONLY (no areas currently listed) Exception:	Sq. Ft.				
Per Sq. Ft. Price Breakdown by Maintenance Task - refer to Performance Schedule for Service Level Standards (must equate to total Sq. Ft. unit price above). The prices listed below may be used to SUBTRACT from Contracted Area Task, within one or more Section.						
	Clean up - Landscape - Trash & Litter; Landscape Mechanical Weed Control	Sq. Ft.				
	Grass/Weed Control (excludes Turf) including Pre- & Post- Emergent (products provided); Roundup or Equivalent Treatment; Treat & Remove Grass/Weeds > 3" height/spread; Complete Service Requests	Sq. Ft.				

PRICE SHEET
Additions to Contract

The following prices per square foot will be used when maintenance areas are added to the original contract areas included in this solicitation.

UFTC

Description	Unit	Unit Price
Standard Maintenance		
Service Level 1	Sq. Ft.	.00890
Service Level 2	Sq. Ft.	.00789
Service Level 3	Sq. Ft.	.00678
Service Level 4	Sq. Ft.	.00555
Enhanced Maintenance		
Service Level 1	Sq. Ft.	.00991
Service Level 2	Sq. Ft.	.00891
Service Level 3	Sq. Ft.	.00781
Service Level 4	Sq. Ft.	.00666
Desert Maintenance		
Service Level 1	Sq. Ft.	.00876
Service Level 2	Sq. Ft.	.00765
Service Level 3	Sq. Ft.	.00654
Service Level 4	Sq. Ft.	.00543
Undeveloped Land Maintenance		
Service Level 1	Sq. Ft.	.00456
Service Level 2	Sq. Ft.	.00345
Service Level 3	Sq. Ft.	.00331
Service Level 4	Sq. Ft.	.00234

Definitions:

Standard Maintenance is defined as equivalent to the task-functions listed in the contract under Item #1a of the Detail Price Sheet for General Areas.

Enhanced Maintenance is defined as equivalent to the task-functions listed in the contract under Item #1s, plus one or more of the task-functions listed under Items #1a to 1e or any Transit Area or Rio Salado Area, with the exception of Desert Maintenance areas or Undeveloped Land.

Desert Maintenance is defined as areas with granite and/or desert type trees/plants maintained at natural state, with the exception of safety clearance and requiring trash/litter pick up and weed control maintenance based on the service level assigned only.

Undeveloped Land is defined as non-irrigated property requiring landscape clean-up and grass/weed control maintenance task only.

PRICE SHEET
Labor and Equipment Rates
for Repair, Extra and Emergency Work

Labor Rates UFTC

Repairs / Extra Work

Job Title	Rate Per Hour
laborer	24.00
Irrigation	35.00
Spray Tech	30.00
Supervisor	65.00

Emergency Work

Job Title	Rate Per Hour
laborer	36.00
Irrigation	48.00
Spray Tech	45.00
Supervisor	97.00

Equipment Rates

Equipment Type	Rate Per Day
Chipper	250.00
Chip truck	150.00
Water truck	200.00

Material Rates

Actual cost plus 20 % mark-up.