



**REQUEST FOR PROPOSALS  
RFP-21-05**

**PROPOSAL DUE DATE:  
TUESDAY, MARCH 23, 2021 BY 10 AM OUR CLOCK**

**HERBICIDE APPLICATION SERVICES NON-TURF**

**PROPOSALS MUST BE EMAILED TO:**

City of Wheat Ridge Municipal Building  
Attn: Jennifer Nellis, CPPB  
**BIDS@ci.wheatridge.co.us**

**DOCUMENTS PREPARED BY:  
PARKS OPEN-SPACE DIVISION  
PURCHASING & CONTRACTING DIVISION**

**IMPORTANT: PLEASE READ ENTIRE DOCUMENT**  
Per the attached specifications, terms, and conditions.

**PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT**

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**REQUEST FOR PROPOSALS**  
**RFP-21-05**  
**HERBICIDE APPLICATION SERVICES NON-TURF**

**Project Overview/Scope:** The City is requesting proposals from qualified firms to provide city-wide Herbicide Applications within Non-Turf acreage. The anticipated award and start date will be May of 2021. The anticipated first application date is May 2021. Work shall include annual treatments as follows: 3 cycles of application within Open Space areas; 1 cycle annually aquatic treatment of 3 lakes; 2 cycles of application within Right-of-Way areas, and 2 applications at native or unirrigated parkland, one treatment in water annually. Services shall be provided on an as-needed, where-needed basis, as directed by the City. The award will be a contract for one year of service with the option to renew for four additional one-year terms. The 2021 anticipated budget is \$35,000.

**Deadline for Questions:** Tuesday, March 9, 2021 by noon.

**Point of Contact:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us) (email preferred method of communication), or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

**Minimum Requirements:** Qualified contractors must demonstrate experience in similar scope of work; noxious weed control in a natural, non-turf setting. Awarded firm must have current Colorado Department of Agriculture as a Commercial Pesticide Applicator as a Qualified Supervisor for: Agricultural Weed Control, Rangeland Pest Control, Industrial & Right-of-Way Weed Control, and Aquatic Pest Control, and a valid City of Wheat Ridge Business/Use Tax license prior to starting the project. Copies of applicator licenses are required with RFP submittal. This service requires compliance with both the "Illegal Alien" provisions of CRS8-17.5-101 and "Non-Discrimination Assurance" of Title VI Regulations at 49 CFR Part 21.

**Proposals Due:** **TUESDAY, MARCH 23, 2021 BY 10:00 AM OUR CLOCK. THERE IS NO PUBLIC OPENING AND BID MUST BE SUBMITTED ELECTRONICALLY.** Late receipt of bids will not be considered.

**Submit to:** City of Wheat Ridge Municipal Building  
Attn: Jennifer Nellis, CPPB  
[BIDS@CI.WHEATRIDGE.CO.US](mailto:BIDS@CI.WHEATRIDGE.CO.US)

**The city only accepts proposals by email.**

Label each pdf submittal and email subject with:

**(Company Name) RFP-21-05 HERBICIDE APPLICATION SERVICES NON-TURF.**

**Comments:** All proposals must be submitted as pdf files. No proposals will be accepted after the due date and time. Proposals received after the specified opening time will be filed unopened. The City reserves the right to reject any and all qualifications or any part, and to waive any formalities or informalities to make an award in the best interest of the City.

**RFP Documents:** Available on the Rocky Mountain E-Purchasing System (a division of BidNet) at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) (800-835-4603 option #2) and the City website [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us). Visit the City website for bid tab sheets and project updates.

**Publish Dates:    MARCH 1, 2021**

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Jennifer Nellis, Purchasing Agent, CPPB

**RFP-21-05**  
**PROPOSAL REQUIREMENTS / SELECTION CRITERIA**  
**HERBICIDE APPLICATION SERVICES NON-TURF**

**Point of Contact:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us), or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

**I. INTRODUCTION**

**A. General**

The City of Wheat Ridge (the “City”) Municipal Building is located in the northwest Denver metropolitan area, with municipal offices at 7500 W 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033. The City’s area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The City is wider from west to east and narrower from north to south. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, and a city manager and mayor form of government.

**B. Background**

The City has previously contracted for these services. The incumbent vendor, Vegetation Management, has satisfied the requirements of the previous agreement and is invited to respond to this Request for Proposal.

The estimated budget is \$35,000 per year, subject to annual budget approval.

**C. Objectives**

The City prefers to contract all work with one qualified firm using their own staff to provide exceptional herbicide application services in our non-turf areas. However, the City reserves the option to award to multiple firms based on services that include chemical weed control and manual removal of maturing seed heads. Services shall be provided on an as-needed, where-needed basis, as directed by the City. Term shall be for one (1) year with the option to renew for four (4) additional one-year periods and may be extended on a month-to-month or cycle basis until a new solicitation is completed and awarded.

**D. Herbicide Applicator Licenses Required**

Copies of licenses are required with RFP submittal. All herbicide applicators will have current Colorado Department of Agriculture licenses as a Commercial Pesticide Applicator and as a Qualified Supervisor for: Agricultural Weed Control, Rangeland Pest Control, Industrial & Right-of-Way Weed Control, and Aquatic Pest Control. Proof of this licensing information will be made available to the City yearly before the season begins or as applicator staff is changed. Applicators will carry their license with them at all times during application of herbicide within the City. Application crews will carry all current / applicable licensing and MSDS / SDS information with them at all times in their service vehicle. All applicators must have a minimum of one (1) year experience in weed control in aquatic and non-turf areas.

**II. STATEMENT OF WORK**

All requirements of the contract are identified in the Non-Turf spreadsheet (attached, Exhibit 1). The actual services to be performed will be determined by the City, to include—but not limited to—the following:

- Contractor shall provide all labor, materials, supplies, and equipment needed for chemical weed control, median in designated City of Wheat Ridge right-of-way, Parks & Open Space.

- Services shall be provided each cycle on an as-needed, where-needed basis, as directed by the City. Services are needed annually. The City anticipates a need for 2-4 cycles of chemical weed control.
- The City may add to or deduct from the designated locations and/or services needed at each location throughout the term of award, as best meets the needs of the City. Prices paid will reflect those negotiated on a per square foot or acreage basis.

#### A. Overview of Work and Locations (See Map pdf – Exhibit 2)

The services covered in this contract are for furnishing all labor, equipment, supervision, transportation, and operating supplies **including herbicides** to be applied:

- 3 cycles annually to approximately 72 infested acres of noxious weeds located within the of City of Wheat Ridge's Open Space land. Most areas will need spot treatment as few areas are monoculture infestations
- 3 treatments annually for poison hemlock and some poison ivy along trail margins,
- 1 treatment annually for 54 surface acres of water for treatment of Eurasian watermilfoil.
- 2 applications annually to 14.65 acres of native or non-irrigated parkland in compliance with terms, specifications, conditions, and provisions contained herein.
- 2 treatments annually of broadleaf herbicide, on specified Right-of-Way areas within the City of Wheat Ridge; some of these weeds growing in the right-of-way may not be classified as noxious.

Chemical weed control herbicide application for noxious weed control:

#### 3 times annually:

- Lewis Meadows Open Spaces (approximately 10 acres)
- Wheat Ridge Greenbelt (approximately 300 acres) continuing along the Clear Creek Trail west of Youngfield Street treating both north and south trail margins - 15 feet on either side of the trail , roughly laying between (the addressed blocks of West 14800 and West 12800 - about 1.5 miles)
- Lean Gulch

#### 2 times annually:

- Baugh property at 11361 W. 44<sup>th</sup> Ave. -the northeast corner of 44<sup>th</sup> Ave. and Robb St. (2 acres)
- Creekside Park, hillside 4900 Marshall St. (.75 acres) undeveloped parcels northeast corner
- Discovery Park 3701 Johnson St. (1 acre)
- Founders' Park at 36<sup>th</sup> Ave. and Jay St. (4.3 acres)
- Fruitdale Park 4700 Miller St. (7.5 acres) and native or non-irrigated parkland
- Hopper Hollow Park 44<sup>th</sup> Ave. and Kendall St. (1.25 acres) specified

#### 2 times annually:

- All specified Right of Way areas as listed on pages 7 & 8 of the document
- 50<sup>th</sup> Avenue may require treatment up to four times annually

#### One annual treatment: (all lakes located in the western portion of the Wheat Ridge Greenbelt)

- Bass Lake (5 surface acres)
- Tabor Lake (surface 26 acres)
- West Lake (22 surface acres)

Some of these areas will require backpack spraying or boat for access and treatment.

Locations and Description: The project areas are non-contiguous locations. The work will occur in City's Open Space areas, aquatic treatment of Tabor and West and Bass Lake, non-turf parklands, within specified developed parks – all areas listed will require a minimum notification 72 hours in advance of any herbicide application for notices to be posted in advance, Right-of-Way areas will require a minimum advance notification of 72 hours to City representative and may require dated flagging to be placed on site notifying the public of chemical application.

#### Open Space:

1. Lewis Meadows Open Space (10 acres), straddles Lena Gulch and is located north of 33<sup>rd</sup> and Union St. and is comprised of an irregular shape and is surrounded by private property. The Wheat Ridge Greenbelt 300 acres, runs along Clear Creek between roughly from Youngfield Street following this creek's course, about 6.5 miles east to Harlan Street as well as the Clear Creek trail margins extending west of Youngfield St to the City's west boundary. The City of Wheat Ridge Greenbelt is preserved Open Space property within the Wheat Ridge Greenbelt is comprised of an irregular shape and does not include all lands abutting Clear

Creek; the boundaries are not clearly marked and are surrounded by private property, many infested areas requiring treatment within this Open Space also border wetlands, lakes and irrigation ditches and a regional multi-use trail. This area also contains several populations the federally listed plant the Ute Ladies'-tresses Orchid *Spiranthes diluvialis* all precautions need to be taken to avoid negatively impacting these plants. City representative will need to advise contractor of no spray zones prior to any spray application occurring within the Wheat Ridge Greenbelt. These no spray zones are in place for the purpose of avoiding accidental impacts to these orchids and areas that have been recent revegetated either by seed or plantings. The Zarlino property west of Kipling St./ Kipling West Trailhead and Lean Gulch are included in the Wheat Ridge Greenbelt. Treatment areas include the border areas at Youngfield Trailhead (4150 Youngfield St.) and Kipling Trailhead (4220 Kipling St.)

2. 37th Place and Lee St. (1 acre) slopes into major waterway/drainage.
3. Van Gordon property addressed as 4201 Van Gordon (1.5 acres) bounded by private property to the west and north and this parcel contains an irrigation ditch and is bounded to the east and south by Tabor Lake.
4. Tabor, West and Bass Lakes (54 surface acres of water). All lakes need treatment for Eurasian watermilfoil annually unless population falls to a level of minimal impact or eradicated completely.
5. Lena Gulch (3.0 acres) drainage area and surrounded by private property on two sides. Water flowing through this area.
6. Open Space, Right of Way and surface acres of Tabor, West, and Bass Lake approximately (388.12 acres).

**Non-irrigated or native Parkland:**

7 Baugh property at 11361 W. 44th Ave. (2 acres) property contains irrigation ditch and has a private property on its north and east sides.

8. Creekside Park at 4900 Marshall St. hillside southeast (.75 acres) to parallel with playground- no further east, excluding playground.

9. The undeveloped property in the northeast corner of Discovery Park 3701 Johnson (1 acre).

10. Founders' Park at 36th and Jay (4.3 acres), treatment area excludes the manicured turf area and Founders' Park is surrounded by private property.

11. Fruitdale Park 4700 Miller St. (3.6 acres) and is surrounded by private property. The treatment area includes the non-irrigated natural area on the south end of the park, south east and west of the crushed granite walking path. Do not treat any other areas in Fruitdale Park. Caution if treating along the private property fence west, south, or east of Fruitdale Park, avoid any treatment that might affect plantings by neighbors along or adjacent to the fence between private property and the park. Excludes the dog park and a 10 foot area immediately outside of the dog park, spot spraying the area of the park abutting residences on Miller St. Herbicide treatments of Fruitdale Park must be applied between the middle of June and the first week of August, with no more than 2 applications per year with a minimum interval for 21 days between applications or as specified by label of chemical employed. No treating irrigated turf.

12. Hopper Hollow Park 44<sup>th</sup> and Kendall (1.25 acres) native areas northeastern northern and western portions of park excluding 6 feet parameter around drainage channel.

13. South of Wheat Ridge Recreation Center (4005 Kipling) Excluding pond and unpaved ditch area, from west property fence line – (this portion is adjacent to private property) to Lena Gulch outfall continuing east to Kipling both sides of Lena Gulch (3 acres).

14. Non-Irrigated or native turf total approximate (14.15 acres)

**Specified Rights-of-Way (ROW) areas** (661,256 square feet approximately 15 acres)

Specific Right-of-Way areas within the City of Wheat Ridge; some of these weeds growing in the right of way may not be classified as noxious. Weeds treated in these areas include but are not limited to mallow, cheatgrass, thistles; Canada, bull musk and scotch, knapweeds, kochia, smartweed, lambs quarters, pigweed, blue mustard, and other white and yellow mustards, Filaree, dandelion, groundsel, prickly lettuce, salsify, bindweed, yarrow, white/clover, horseweed, sulfur cinquefoil, curly dock, plantain, white clover, mullein, puncture vine, poison ivy, hemlock European knotweed, cutleaf and common teasel. No specific quantity of work is guaranteed nor implied. Fewer acres may be treated depending on weather conditions, extent of infestations and plant susceptibility.

1. West of 30th Ave. to Wadsworth north of sidewalk north of the medical office's property
2. North side of 32nd Ave. from Swadley St. to Union St. back of sidewalk to fence.
3. Independence St. to Garrison St. north side of 32nd Ave. pavement south to fence
4. North side of 32nd Ave. from Holland St. to Garrison St. back of pavement to fence
5. Dudley St. to Wadsworth Blvd. south side of 32nd Ave. edge of street to sidewalk south side of 32nd Ave.
6. South side of 32nd Ave from Kipling St. top of ditch bank to edge of pavement to Garrison St.
7. Water meter station on the south side 32nd Ave. between 3180 Jay St. and 3165 Ingalls St. back of sidewalk to bottom of swale
8. Kendall St and 35th Ave. south side of street, east along undeveloped corner property by ditch south of road edge 10 feet south of 35th Ave. only to back of utility pole
9. Pierce and 36th Ave. southwest corner back of pavement to private fence Xcel facility (west side of Pierce St. south side of 36th Ave.)
10. Walmart alley to Vivian Court south side of 38th Ave. contains ditch which may convey water.
11. Sidewalk north of 3751 Ward Road to street south side of 38th Ave.
12. Natural area South side of 38th Ave. from Walmart alley East to 3772 Wright St. Natural area South side of 38th Ave. north of 3780 Ward Rd
13. 3780 Ward Road east to sidewalk edge of street to sidewalk
14. Harlan St. to 280 feet east toward cul-de-sac south side edge of asphalt to private wire fence. East to first driveway 3860 Harlan St.
15. 44th Ave. Section from I-70 to Eldridge St. south side edge of asphalt to 10 foot south of utility poles treat where open not under tree canopy
16. Xenon St. to Youngfield St. south side back of sidewalk 10 foot to south to utility poles
17. Dover St. to Clear Creek north side of 44th Ave. natural area to private fence
18. Dover St to Everett St. south side of 44th Ave. natural area to private fence
19. Harlan St. to Lamar St. south side of 48th to fence
20. Lamar to 4901 Marshall first 15 feet of hillside from pavement
21. 4901 Marshall St. to Clear Creek back of pavement in 10 feet
22. 50th Ave Median. Kipling St. to Miller St. landscape median and right of way south of 50th Ave.



23. Target connector drive to Miller St. south side back of curb to private fence or 6 foot into grass area around curve to end of grass area
24. Harlan St. Island in the southwest corner of the intersection of Harlan and 48th Ave.
25. From Kendall St. and 35th Ave. west on south side of street back approximately 10 ft to south from edge of asphalt Marshall St. south side of 48th Ave. edge of asphalt to CDOT chain link fence and West side of Marshall St. edge of asphalt to private fence and or hill
26. I-70 South Frontage Road
- a. Dead end at Lee St. to Carr St. South edge of asphalt to private fence or landscape
  - b. Carr St. to Garrison St. north side back of asphalt 4 foot to north into native area
  - c. Garrison St. to Kipling St. north side back of asphalt 4 foot to north into native area or to CDOT fence
  - d. Lee St. to Swadley St. north side edge of asphalt to CDOT or private fence
  - e. Miller St. to Swadley St. south side edge of asphalt to bottom of swale or to private fence  
*no spraying adjacent to 4725 Miller St. Mt. Phoenix School*
27. I-70 North Frontage Road
- f. Garrison St. to Independence St. south side edge of asphalt to CDOT chain link fence behind guard railing
  - g. Lee St to Tabor St. south side of frontage road 6 foot from edge of asphalt to the south
  - h. Simms St. to Tabor St. North and south side of the frontage road 6 foot off edge of asphalt. Includes sight triangle at Tabor St. and North I-70 frontage road I-70 Frontage Road North Harlan west to Clear Creek south side of road from edge of pavement to chain link fence. North side of road from Harlan St. to 48th Place.
28. Ridge Road Tabor St. to east side of 11601 Ridge Road. South side of Ridge Road. Edge of asphalt to RTD fence rock area. Ridge Road Quail St. to Miller St. south side of street. Edge of asphalt to RTD fence rock area.
29. Jellison Cul de Sac drainage Kipling St. Drainage area located on east side of Kipling St. from ditch on north to private fence from Kipling St. on west to private fence to east
30. Youngfield St. frontage Road along west side frontage road north of 32nd Ave. curb to brick fence west of Hotel from curb to fence on north and brick fence on south.
31. Youngfield St south from 42nd Ave. from edge of pavement to fence continuing to the Youngfield Trailhead including both side of the entrance to the Youngfield trailhead. 32nd Ave. to I-70 east bound off ramp west side back of curb to CDOT fence
32. 50<sup>th</sup> Ave. and Robb St. Drainage area entire drainage are inside fence including outside fence on 50<sup>th</sup> Ave. east of Robb St. and north side of 50<sup>th</sup> Ave. This area is newly constructed in 2020 so 2021 treatment is limited to undisturbed natural areas only. Drainage area has flowing and standing water may be present so treat accordingly. Following years will treat entire property.

All applicable Colorado Department of Agricultural licensing required for company and applicators.

The weed species targeted for control within the Cities' Open Space and undeveloped parklands by contractor herbicide applications are all State designated listed "A" and "B" species some select "C" listed species for suppression control and some common weeds including the following prevalent species : Canada thistle (*Cirsium arvense*), Leafy Spurge (*Euphorbia esula*), Musk thistle (*Carduus nutans*), Scotch thistle (*Onopordum acanthium*), Oxeye Daisy (*Chrysanthemum leucanthemum*) Diffuse Knapweed (*Centaurea diffusa*), Spotted Knapweed (*Centaurea maculosa*), Dalmatian toadflax (*Linaria genistifolia*), Yellow Toadflax (*Linaria vulgaris*) Common Teasel (*Dipsacus fullonum*) Cutleaf Teasel (*Dipsacus laciniatus*), Chinese clematis (*Clematis*



orientalis), Field Bindweed (Convolvulus arvensis) Hairy Willow-herb (Epilobium hirsutum) additionally Poison Ivy (Toxicodendron rydbergii) and Poison Hemlock (Conium maculatum) will require treatments.

[Infested lands-total number of acres (75) of infested by particular weeds are estimated as follows:

Canada thistle (Cirsium arvense), 15 percent,

Leafy Spurge (Euphorbia esula), 10 percent,

Musk thistle (Carduus nutans), less than 5 percent,

Scotch thistle (Onopordum acanthium) less than 5 percent

Oxeye Daisy (Chrysanthemum leucanthemum) less than 1 percent,

Diffuse Knapweed (Centaurea diffusa), Spotted Knapweed (Centaurea maculosa), 20 percent,

Dalmatian toadflax (Linaria genistifolia), Yellow Toadflax (Linaria vulgaris) 5 percent,

Common Teasel (Dipsacus fullonum), Cutleaf Teasel (Dipsacus laciniatus) 10 percent

Chinese clematis ( Clematis orientalis) less than 5 percent,

Poison Ivy (Toxicodendron rydbergii) 10 percent and

Poison Hemlock (Conium maculatum), less than 5 percent.

Eurasian watermilfoil (Myriophyllum spicatum) about 10% of infested surface areas of water

These are approximate percentages of infestations of the total 75 infested acres and frequently several weeds infest the same acres. It is possible that other targeted weeds will be added during the course of the contract.

Both Poison Ivy and Poison Hemlock desired control areas of these species are along established trail corridors within 4 foot of trail margins. Other weeds may be targeted as indicated by the City representative.

## **B. Technical Specifications**

1. All applicators primary contractor or subcontractor will have a current Colorado Department of Agriculture licenses required for the application of herbicide in the ROW. Proof of this licensing information is required with your bid; and will be made available to the City yearly before the season begins or as applicators are changed. Applicators will always carry their license with them during application of herbicide within the City of Wheat Ridge. Application crews will carry all current/applicable licensing and MSDS/SDS and product label information with them at all time in their service vehicle. All applicators must have a minimum of one (1) year experience in weed control and be licensed by the State of Colorado.
2. A minimum of 90% kill is expected of the first application on any area treated for weed control. Any additional applications required to meet this standard will be at no additional cost to the City and implemented in a timely manner to the convenience of the City's technical representative. Further, the determination as to whether the above standard was met rests solely with the City's designated technical representative.
3. As a minimum, the precautions for drift control established by the Colorado Department of Agriculture Division of Plant Industry Study Guide - entitled Pesticide Application and Safety Training and Colorado Commercial Pesticide Application and Safety Training will be followed during all applications. Notwithstanding the above maximum precautions are expected to prevent plant damage. Further, any damaged plant materials must be replaced by the successful bidder to the quality standard determination by the City's technical representative at no additional cost to the City. Contractor bears sole responsibility for chemicals used, misused, misapplied and/or spilled.
4. Response Time: The City requires response with performance within a maximum of four (4) workdays from receipt of a communication including traceable/datable e-mail messages from City representative.
5. During herbicide application within the City limits the contractor shall always carry appropriate chemical spill control measures with them in their service vehicle. Spill control measures will prevent chemical spills from entering the storm sewer and or water ways and to promote public safety. Contractor must immediately notify the City representative of any chemical spill.
6. The Contractor will be responsible to notify the City representative at least seventy-two (72) hours prior to the application of any herbicide area requiring posting for posting and other notification purposes to prevent inconvenience and risk to the public. (See attached spreadsheet, Exhibit 1)  
All herbicide applied in the vicinity of recreation sites will be posted with warning signs prior to any application. The City and the contractor will coordinate this signage. The Contractor will be responsible to remove the warning signage after the notification period has expired. Specified sites will be marked with flagging noting

chemical and date of application prior to any application. May require field visits prior to spraying and after for review for planning purposes.

7. Any additions or deletions to the list of applicators during the contract performance period must be submitted to the City representative, at least twenty-four (24) hours in advance of work being performed.
8. Any updates in personnel providing this service during the contract performance period must qualify in the same manner prescribed above to serve on this contract.
9. Successful bidder will be required to complete and return to the City of Wheat Ridge copies of the Pesticide Application Data Sheet at the time of each application as well as SDS and MSDS and label information for all chemicals used by email PDF is preferred. This same information will be kept in the application vehicle – readily accessible to operator.
10. Contractor will be required to keep Federal and State permits/licenses up to date and lawful compliant if regulations change. Contractor will be responsible to notify the City of any permit or licensing changes.
11. Contractors must provide the name of herbicides and label information of related products applied, the application rate and locations, time and date of the application within 24 hours of application and be ready with this information if questions arise in the interim.
12. Areas to be treated and classifications:  
All areas to be treated under this contract shall be within the City's open space areas, parkland non-irrigated and native areas and rights-of-way. Required an on-site and mapping review will be scheduled prior to beginning of work.
13. Spraying Specifications: Herbicide shall be applied in accordance with manufacturer's label instructions and specifications. It is the contractor's responsibility to comply with all requirements of the Pesticide Applicator's Act (Sec. 35-10-101 et seq. CRS). The contractor shall comply with all federal, state, and local rules, regulations, and laws pertaining to the work required by this contract.  
  
Target weeds shall be sprayed when they are at the optimal stage of development for herbicidal action to take place. Spring and Fall applications will be required. Spring applications shall take place prior to bloom of the target weed species. Fall application shall take place after bloom and during fall re-growth of the target weed. Timing will be consistent with factors such as target species growth stage, product formulation and weather. Weeds shall be treated primarily by **spot spraying**. Kill rate shall be 90% or greater. **No marking dyes shall be used in Open Space areas.**
14. Cleaning of spray equipment and disposal of herbicide containers shall be done in accordance with State and Federal laws. Spray equipment shall not be cleaned at any City facility. Water access provided to contractor may be available for mixing chemicals at location within the City of Wheat Ridge if needed with prior arrangements. Locations and procedures for protocols for procurement of water will be provided by the City. The EPA back flow air gap is required.
15. Product substitutions: All such requests must be in writing and must include a detailed description of the benefits and any alteration of price. No product substitutions shall be made without the prior written consent of the City representative. Herbicides: The following herbicides may be used, but not limited to, for treatments according to label specifications. Other federally and state approved herbicides may be used with prior approval of the City representative.

Clearcast Gallary Garlon Drift retardant (Windbrake, Get Down) Renovate Surfactant (Silicone, Sil-Energy) Banvel Vista Hi-Dep Milestone Triclopyr + Clopyralid (Redeem) Clopyralid (Transline) Dye (Hi-lite)	Fosamine (Krenite 5) Dicamba (Vanquish) Glyphosate (Rodeo/Roundup-pro) Picloram (Tordon 22K) Metsulfuron-methyl (Escort) 2,4-D amine (Aquatic label) 2,4-D amine (Clean Crop/Weedpro) 2,4-D amine + Clopyralid (Curtail) 2,4-D+ Glyphosate (Campaign) Glyphosate (Rodeo Aquatic label) Imazameth (Plateau) Chlorsulfuron (Telar)
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16. Reporting Requirements: The contractor shall maintain daily records and logs containing all applicable information as required by federal, state and local entities. In addition, the contractor shall provide a copy of the daily application records for the City's use. Application record forms shall be completed in full and delivered to the contractor's representative no less than 3 days after application. All reporting shall be in writing containing when and what areas were treated and what chemicals were used in areas treated. Email preferred and fax acceptable.'

**C. Required Equipment:**

1. Spray equipment must include or be capable of:
  - a. 4x4 truck or tractor mounted sprayer with a minimum 200-gallon capacity and handgun attachment capable of delivering at least 100 gallons per acre. The sprayer pump must be adequate to handle the required flow and provide by-pass agitation. Agitation in the tank is also required. Minimum hose length is 400 feet.
  - b. Backpack or hand sprayer with a minimum 2.5-gallon capacity.
  - c. UTV or ATV or tractor mounted sprayer with a minimum 30-gallon capacity and minimum 25-foot hose length. Must have "boombuster" or equivalent nozzles. Nozzles must be spaced according to manufacturer's specifications and be capable of delivering at least 10 gallons per acre. Minimum swath is 5 feet.
  - d. A boat may be required for treatment of Eurasian watermilfoil (*Myriophyllum spicatum*) Contractor must take acceptable safety precautions including but not limited to, all occupants must wear an coast guard approved life jacket, boat must be trailered and launched from an City approved site.
2. Contractor is always responsible to carry all appropriate chemical spill control measures. Contractor is also required to follow all BMPs to assure compliance with the City Storm Water regulations. **(See attachment B)**
3. Contractor must certify that the equipment can be accurately calibrated, and the products applied at required label rates.
4. Weed-free Equipment: The contractor shall ensure all equipment used within the City Open Space and other treated areas is free of soil, seeds, vegetative matter, or other debris that could contain or hold noxious weed seeds. The City can request inspection of equipment prior to it being placed into service. And further recommends that equipment be inspected for the same prior to removal from our lands.

**D. Spraying Specifications:**

**CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall always maintain on the work site competent supervisory personnel during the works progress. The Contractor shall designate, before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor and provide efficient supervision of the work, using their best skill and attention.

2. If the Contractor encounters any onsite situation that may change, divert or compromise the spray application they should stop or cancel the spray application and immediately contact the city representative. These conditions would include but are not limited to general site conditions, mud, soft ground that could be damaged by equipment, standing water, the presence of animals or Parks and Open Space users in or adjacent to the application area.
3. The Contractor shall retain all responsibility for completion of the contract terms and conditions, and shall be fully responsible for all means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work.
4. The Contractor shall correct any substantiated discrepancies in work performed which are identified by the inspector. These corrections shall be made at no additional charge to the City. Upon notification of work to be performed, contractor will log in the time and date of the request, name of the inspector, type of work to be performed and location/address.
5. The Contractor shall notify City if work to be performed is other than what was identified in the original request. Any additional work is to be approved by the City.
6. Contractor shall practice methods to prevent the spread of weeds through proper cleaning and inspection of vehicles and equipment prior to entering and leaving treatment areas.
7. The Contractor shall employ only competent, skillful workers to do the work. Whenever any person is observed to be incompetent or to act in a disorderly manner, such person shall be removed from the work.
8. The Contractor will identify and make available a contact person and all their contact information so the City representative may contact them with questions and or concerns. The Contractor contact person will be available M-F 6:30am-5pm and weekends if spray operations are being conducted.
9. **All workers must be aware of locations of federally listed threatened species of orchid must comply with the no spray zone surrounding these populations.** These no spray zones will be provided with information and locations on how to identify *Spiranthes diluvialis* a rare plant occurring within the City's Open Space areas. The contractor will not be allowed to spray in these areas. This specie has an unpredictable emergence patterns. There may be other reasons to establish no spray zones including newly establishing revegetation areas, areas undergoing construction.
10. The bidder shall be responsible for examining the work sites and be familiar with the work required at each site. The locations and measurements contained in this contract will be used for the method of payment and to record completed work activities.
11. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor shall provide a list of all foremen and supervisors who will perform the work. This list will also contain twenty-four (24) hour emergency telephone numbers. The Contractor shall always, maintain good work discipline and order at the work site. Contractor, including Contractor's employees and agents, shall treat the public with respect and courtesy while performing work for the City. The use of profanity, disrespectful language and/or behavior is prohibited while performing work.
12. Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than **1-1/2" letters**. The contractor vehicle(s) shall also have a working yellow beacon mounted on the roof or above the operator in a sitting position.
13. It is preferred that the Contractor will not block or alter traffic on City street with their spray operations. If any traffic alteration is needed to conduct a spray operation, then the Contractor shall submit his Traffic Control Plan to the city representative 10 working days before the work is to be started. And that plan will be submitted to the City of Wheat Ridge Engineering Division for approval for review prior to commencing operations. When working in the City, all personnel are required to wear safety vests.
14. Work conducted on the greenbelt /Clear Creek trail require the Contractor to submit a traffic control plan for approval by the city representative. When the contractor is working in City of Wheat Ridge Open Space or Park land or Right of way, they will turn on all vehicle flashers and yellow beacons. If on the Clear Creek Trail

the Contractor will abide by the 15mph speed limit and yield to all pedestrians, bikers, and equestrians. Any spray operations on City Right of Way are to be conducted in the same direction as traffic and from the sidewalk or the road shoulder/natural area only. No spray application from the street. The Contractor can cross the street at intersections only. Staging for the contractor is to be in a City owned parking lot and or Trailhead only.

15. Contractor shall take all necessary safety precautions and comply with all applicable provisions of federal, state and local safety laws to prevent accidents or injury to its employees or agents and to protect other persons, animals or vehicles on, about or adjacent to the premises where Contractor's work is being performed from any accidents or injuries caused by Contractor, its employees or agents. The City may stop Contractor's work if safety laws or safe work practices are not being observed. The Contractor shall be notified, as required, by the City of Wheat Ridge Parks Division and will be expected to respond and complete the assigned job within forty-eight (48) hours of notification. The forty-eight (48) hours will be continuous and may include weekends and holidays. Adjustments will be made for adverse weather conditions or any other act of God. If designated time frame is not met, the City may exercise the option of calling another contractor. Services are to be performed in accordance with the Inspection of Services provision of this Scope of Services.
16. The city representative may direct removal of any contractor employee at any time during performance of this contract for cause. "Cause" may include, but not be limited to, failures to present the appropriate licenses, performing unsafe acts, or any questionable acts that expose the City to risk or unfavorable attention. Any removed employee must be replaced with a fully qualified person within 8 working hours. Repeated incidents may be cause for termination of the contract.
17. The Contractor shall supply all materials and equipment including, but not limited to, pesticides, sprayers, safety equipment and vehicles necessary for completion of the contract.
18. Invoices must be received by the City within 7 working days of completion of work and include the following:
  - a. Date and time of request
  - b. Name of Inspector making request
  - c. Location/Address of property that was treated in contract.
  - d. Date work was completed
  - e. Type of work performed/type of equipment used
19. Separate record of chemical sprayed, and chemical mix shall be submitted by email to the city representative and this information shall be available before and or while spraying is occurring
  - a. Complete the work within forty-eight (48) hours of notification/work request.
  - b. The Contractor will consult the appropriate City personnel prior to any schedule variance and of jobs completed so that they may be scheduled for inspector re-inspection.
  - c. All contractor applicators will have current Colorado Department of Agriculture licenses required for the type of application of herbicide in the area where applications are occurring. Proof of this licensing information will be made available to the City yearly before the season begins or as applicators are changed. Applicators will carry their license with them at all times during application of herbicide within the City. Application crews will carry all current/applicable licensing and MSDS/SDS information with them at all time in their service vehicle. All applicators must have a minimum of one (1) year experience in weed control and follow application and licensing protocols established by the State of Colorado Department of Agriculture.
  - d. Contractor shall follow the attached written storm water – spill prevention and response procedure. In addition, the contractor is responsible for abiding by all applicable municipal, state, and federal codes, laws, and regulations. \*\*

### III. CITY'S RESPONSIBILITIES

1. Identify the property and furnish contractor the following information:

- Address/Location of property

- Type of work to be performed
  - Provide approximate measurements of property that will receive weed control or eradication treatments
  - Provide mapping of areas to be treated if requested by contractor
2. Inspect property not earlier than forty-eight (48) hours after assignment to ensure compliance with work requirement.
  3. If applicable, notify Contractor of discrepancies in work performed and corrective action to be taken.
  4. Notify appropriate City personnel of completion of treatments as needed.
  5. The City reserves exclusive right to performance on any call that is placed with the contractor for service on this contract. Consequently, if the contractor performs services which have been specifically requested by the City, and subsequently invoices any other person, firm, or entity for said services, the Contractor shall be considered to be in breach of this contract with the City.
  6. Should the City become aware of any such breach, it may subject the contract to termination for cause.
  7. City Representative:
    - a. Authority: The City representative shall have the authority to reject and change work area quantity and materials whenever such rejection may be necessary to insure execution of the agreement in accordance with the intent of the Contract Documents.
    - b. Duties and Responsibilities: The City representative will make periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent and provisions of the Contract Documents. The City representative shall not be required to make comprehensive or continuous inspections to check quality of the work; and shall not be responsible for project means, methods, techniques, sequences, or procedures or for safety precautions and program in connection with the work.

Visits and observations made by the City representative or his/her staff shall not relieve the contractor of the obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent and provisions of the Contract Documents.

### **Communications**

All significant instructions and/or approvals from the City representative shall be in writing. Changes made on any other basis will be at the Contractor's risk and in no way alter the Contractor's obligation to complete the work. Onsite and immediate postings of applications and removal of postings shall be the responsibility of the contractor.

### **INSPECTION OF SERVICES**

- Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during contract performance.
- The City has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections and tests in a manner that will not unduly delay the work.
- If any of the services do not conform to contract requirements, the City may require the contractor to perform the services again in conformity with contract requirements at no additional charge to the City. When the defects in services cannot be corrected by re-performance, the City may:
  - Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and / or
  - Reduce the contract price to reflect the reduced value of the services performed.



- If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance is in conformity with contract requirements, the City may at its discretion:
  - By contract or otherwise, perform the services and charge to the contractor any cost incurred by the City that is directly related to the performance of such service and / or
  - Terminate the contract for cause.

**IV. SITE VISITS – REQUIRED PRIOR TO SUBMITTING ABID**

The following locations are good examples of open space, water, native or non-irrigated parkland and right of way that require treatment. Bidder is required to visit these sites to be knowledgeable of the efforts needed to perform this contract effectively.

1. **Open Space** – West Lake in the southwest portion of the Wheat Ridge Greenbelt.
  - a) This area is south of Clear Creek and north of the private developed land situated on the top of the bluff. This area is accessible from the Youngfield Trailhead at 4150 Youngfield St.
  - b) The Zarlingo Property @ 15 acres south of Clear Creek, west of Kipling St.
2. **Water** – aquatic weeds in West, Bass and Tabor Lakes
3. **Native or non-irrigated Parkland** – northeast corner of DiscoveryPark 3701 Johnson St.
4. **Right of Way** –
  - a) Both sides of 44<sup>th</sup> Ave. from Eldridge to Youngfield,
  - b) North side of the South I-70 frontage Road from Carr St. to Tabor St.

**IV. PROPOSAL SUBMISSION AND EVALUATION CRITERIA**

**A. Proposal Submission**

Note: Vendors are strongly encouraged to keep their proposals concise and brief. Vendors must limit the proposal to one (1) document 40 pages maximum (not including required forms and fee schedule).

Submit proposals to: **BIDS@ci.wheatridge.co.us**

Label each pdf submittal with: (Company Name) RFP-21-05 Herbicide Application Services Non-Turf

**PROPOSAL DUE DATE: TUESDAY, MARCH 23, 2021, BY 10:00 AM OUR CLOCK. NO EXCEPTIONS.**

The City will not accept incomplete, late, or corrupted files.

**B. Evaluation Criteria**

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and—at a minimum—contain the requested information.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Indexes for each of the categories are preferred. Additional relevant information is encouraged, though proposals should not exceed 40 letter-sized pages in length.

If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Allison Lewis, via email: [alewis@ci.wheatridge.co.us](mailto:alewis@ci.wheatridge.co.us)

Submit the following information in your proposal, in this order:

**1) Signature Page and Forms Requirements**

- a. Proposer Information and Addendum Acknowledgement
- b. Illegal Alien Form
- c. Non-Discrimination Assurance Form
- d. Non-Collusion Affidavit
- e. Vendor Qualification Form



- f. Copies of applicator licenses
- g. Fee Schedule

**2) Qualifications of the Firm (20%)**

- a. An overview of your company's operational structure and history. Include information on firm size, number of employees, years in business, location of working office and assurance of your financial stability.
- b. Number of personnel employed that will be available to provide service for this RFP. Identify status of personnel: full-time, part-time, seasonal employment.
- c. Provide resume of company owner(s) and project manager or supervisor for this project.
- d. Include a statement indicating the number of continuous years having been licensed for this type of service by the Colorado Department of Agriculture.
- e. Provide a minimum of three references from the past three (3) years. List any government references first. Include contact name, firm or agency, phone number or email, a summary of similar services provided. You may also include supplemental references that can attest to your firm's current ability to provide the required services.
- f. Is your firm currently in litigation or have been in the past 3 years? If so, explain.
- g. Detail any value-added services such as reporting, training, public outreach, educational programs, resources, health and safety programs, or service at public events.

**3) Experience of Staff and Team (25%)**

- a. Demonstrate your understanding of the technical requirements.
- b. List each applicator by name & license number identifying their qualifications, number of years experience in applying Weed Control applications, and number of years each applicator has possessed a license for Weed Control from the State of Colorado Division of Plant Industry.
- c. Provide copies of applicators' licenses and a statement of qualifications.
- d. Identify the total number of licensed applicators available for use on this contract.
- e. Detail a list of what portion of the work, if any, will be subcontracted. (Note: The City prefers to contract with a firm that will provide all services with employees and not subcontractors.)
- f. Provide any unique strengths, experiences or qualifications of your firm or team.

**4) Approach, Timelines, and Current Workload (30%)**

- a. Provide information on current workload and how this project will be accomplished.
- b. Detail weed control application methods to be employed which will insure a 95% kill rate on the first application of any area treated.
- c. Include the name and brand of herbicides your firm plans to use for this project.
- d. What is your method to implement and identify the precautions for drift control?
- e. Detail your procedures for posting.
- f. Identify any foreseeable problems in the implementation of the program.
- g. Provide a list of equipment to be used and/or purchased for this project. Include: Year, Make Model, Manufacturer, and operating condition.
- h. Detail any recycle, sustainable or greening efforts by your firm.
- i. Identify the maximum number of days from receipt of a call to perform that equipment will be in place and weed control services commence.

**5) Fee Schedule (25%)**

- a. Fee Schedule representing total per acre costs.
- b. Submit the spreadsheet to show pricing for specific locations and services.
- c. List pricing for any or all of the requested services.
- d. Rates are negotiable.
- e. Accepts VISA payment without additional charges.

The City reserves the right to base its evaluation on a "Should Cost" analysis to reflect the real costs to the City arising out of, or incidental to the award. The City shall look to substance more than format and shall perform its cost and price evaluation on the basis of probable real costs.

## V. SELECTION PROCESS

The selection committee may either recommend an award based on the proposals alone, or elect to short-list firms and conduct interviews. The short-list process includes written notification to the short-listed firms, interviews with firm members, reference checks on the top-ranked firm, and the negotiation of fees.

- 1) **Short List**: Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.
- 2) **Oral Interviews**: It is anticipated that oral interviews will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm's previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.
- 3) **Fee Proposals and Final Selection**: The City will attempt to negotiate a contract with the highest ranked firm, following the interview process.

## VI. ANTICIPATED SCHEDULE OF EVENTS

All times are local, and by our clock. Proposals will be validated (stamped) with time and date upon receipt.

<b>Event</b>	<b>Anticipated Date</b>
RFP Issued	3-1-21
Inquiry Deadline	3-9-21 by noon our clock
Final Addendum Issued	3-12-21
<b>Proposal Due Date and Time</b>	<b>3-23-21 by 10:00 AM Our Clock</b>
Short List	3-31-21 time TBD
Interviews, if needed	4-7-21 time TBD
Negotiation of Contract / CAF	by 4-16-21
Council Approval, if needed	4-26-21
Start Date	May 2021

## VII. ADMINISTRATIVE AND OFFEROR INFORMATION

### 1) **PROPOSAL OPENING, EVALUATION, AND AWARD**

There is no public opening. Names of each proposer will be posted on the city website. Proposals will be examined after opening and will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City and not necessarily on the basis of lowest price. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

### 2) **SALES AND USE TAXES**

Don't include sales or use tax in your proposal, as the City of Wheat Ridge is exempt from City, County, state, and federal sales and excise taxes.

### 3) **PROPOSER QUALIFICATIONS**

No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.

**3) RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer’s financial responsibility. This may include financial statements, bank references, and interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

**4) NO COMMITMENT BY THE CITY OF WHEAT RIDGE**

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or to pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the contractors as to any features of their proposals, and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

**5) PROPOSAL REPRESENTATION**

Each proposer must sign the proposal and shall give his or her full business address on the form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

**6) ANTI COLLUSION CLAUSE**

No officer or employee of the City of Wheat Ridge, and no other public official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest—direct or indirect—in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this service.

**7) INSURANCE**

The successful proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage, as follows:

Type of Insurance	Minimum Limits of Liability
Worker’s Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease
Commercial General Liability ( <i>including Premises-Operations, Independent Contractor’s Protective, Broad Form Property Damage, and Contractual Liability</i> ) <ul style="list-style-type: none"> <li data-bbox="256 1560 545 1591">• Bodily Injury</li> </ul>	\$1 million per occurrence \$2 million aggregate
<ul style="list-style-type: none"> <li data-bbox="256 1665 610 1696">• Property Damage</li> </ul>	

Comprehensive Automotive <i>(owned, hired, and non-owned vehicles)</i> <ul style="list-style-type: none"> <li>• Bodily Injury</li> <li>• Property Damage</li> </ul>	\$2 million per occurrence \$2 million per occurrence
<b><i>The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i></b>	

The successful proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under the Agreement, successful proposer shall deliver to the City certificates of insurance issued by the insurance company and/or its duly authorized agents, pertaining to the aforementioned insurance and certifying that the policies stipulated above are in full force and effect.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance

The contractor shall provide workers' compensation insurance for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

**8) LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout, and herein incorporated here by reference.

**9) SUBCONTRACTING**

No portion of this proposal may be subcontracted without the prior written approval of the City.

**10) SALES PROHIBITED / CONFLICT OF INTEREST**

No officer, employee, or member of City Council shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies, or services—where such officer or employee exercises (directly or indirectly) any decision-making authority concerning such sale, or has any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

**11) MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City, unless made in writing and signed by authorized agents of both parties.

**12) CANCELLATION**

Either party may cancel the award in the event that a petition—either voluntary or involuntary—is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.

**13) TERMINATION OF AWARD FOR CAUSE**

If through any cause the successful proposer shall fail to fulfill in a timely and proper manner its obligations, or if the successful proposer shall violate any of the covenants, agreements, or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination—specifying the effective date of termination. In that event, all finished or unfinished services, reports, or other materials prepared by the successful proposer shall—at the option of the City—become its

property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials furnished. Notwithstanding the above, the successful proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful proposer, and the City may withhold any payments to the successful vendor for the purpose of set-off, until such time as the exact amount of damages due the City from the successful proposer is determined.

#### **14) TERMINATION OF AWARD FOR CONVENIENCE**

The City may terminate the award at any time by giving written notice to the successful vendor of such termination (specifying the effective date thereof) at least thirty (30) working days before the effective date of such termination. In that event all finished or unfinished services, reports, materials(s) prepared or furnished by the successful proposer under the award shall—at the option of the City—become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material of compensation previously made. If the award is terminated due to the fault of the successful proposer, termination of award for cause relative to termination shall apply.

#### **15) EQUAL OPPORTUNITY**

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.

It shall be a condition that any company, firm, or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the City.

#### **16) DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

#### **17) COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The words "firm," "bidder," "vendor," "contractor," "consultant," and "proposer" refer to any person, partnership, corporation, or other entity.

#### **18) PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate as such in the proposal and on the appropriate proprietary or financial pages. All information included in any proposal that is of a proprietary nature must be **clearly** marked. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. An entire proposal shall not be considered proprietary, and will be disqualified.

## **19. COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third-party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contract representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively, and shall result in rejection of the offending firm's offer.

## **20. PROPOSAL FORMAT**

All responses to this Request for Proposal shall use the respondent's format, except for those pages which have blanks to be filled in by the respondent, or those pages marked for return with proposal. A proposal can be rejected by the City if the submitting firm fails to completely fill in all blanks for evaluation of the proposal, or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

## **21. PROPOSAL REJECTION AND / OR PARTIAL ACCEPTANCE**

The City reserves the right to the following:

- Reject any and all proposals.
- Accept other than the lowest price.
- Waive minor defects or technicalities, formalities, and informalities.
- Accept in whole or in part such proposal where it is deemed advisable.
- Make an award on the basis of the apparent greatest benefit to the City of Wheat Ridge.
- Alter the scope of work reasonably and RFP documents until a contract is executed.
- Negotiate price.

## **22. GOVERNING LAW**

The laws of the State of Colorado shall govern any contract executed between the successful contractor and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado—more specifically, Jefferson County, Colorado.

## **23. TAXES AND LICENSES BY THE AWARDED CONTRACTOR**

The contractor shall promptly pay—when they are due—all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement, and shall take out and keep current all required municipal, County, State or Federal licenses required to perform this work. Additionally, the contractor shall furnish the City—upon request—duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay—when due—all bills, debts, and obligations it incurs performing work under this agreement, and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

## **24. PROMPT PAYMENT DISCOUNTS**

In determining the most responsive price proposal(s) the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

## **25. OWNERSHIP OF CONTRACT PRODUCTS**

All products produced from the awarded contract shall be the sole property of the City.

## **26. FUNDING**

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of this Section 2-4 of the Code of Laws. This contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1<sup>st</sup> of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.

## **27. INDEMNIFICATION**

The consultant agrees to indemnify and to hold the City and its agents harmless for, from, and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the consultant to provide services pursuant to the terms of this agreement.

## **28. INDEPENDENT CONTRACTOR**

The consulting firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be—and remain at all times—employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any reason.

## **29. EMPLOYMENT OF LABOR**

The Consultant and each of the approved sub-consultants shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Consultant shall employ only competent persons to do the work, and whenever requested in writing by the City Representative, the Consultant shall discharge any person who commits trespass or in, in the opinion of the City Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

## **30. DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification, or for the failure on the part of the proposer in determining the full extent of exposure.

## **31. DEBRIEFING**

After the project award has been made, vendors may contact the City Purchasing Agent to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

## **32. SECURITY ACCESS KEYS**

The City may issue access keys to assigned workers.

## **33. RENEWAL**

Bid prices may not be increased within the first year of the agreement. The City has the option to renew the



agreement at its discretion for up to four additional, one-year periods. Any requests for price increases for the optional years must be submitted to the City's Purchasing office at least sixty days in advance of the renewal date. Requests for price increases must be accompanied by written documentation of price increase from the manufacturer or the vendor's suppliers or service providers. The City reserves the right to accept the requested price escalation, to negotiate price increases which are lower than those requested, or to re-bid the items at no penalty to the City. In the event that a manufacturer's or supplier's price decreases during the year, vendor must notify the City at the time of renewal and extend to the City the benefit of the lower price during the subsequent year of the renewal.

#### **34. SAMPLE AGREEMENT**

A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submitted proposal.

#### **35. COOPERATIVE PURCHASING EFFORT**

Other governmental agencies—including State agencies, special districts, counties, municipalities, and school districts, etc.—may be extended the opportunity to purchase off this bid with the agreement of the successful vendor. Each agency or group desiring to participate shall establish its own contract, issue its own orders, be invoiced and make its own payments, and issue its own exemption certificates as required by the vendor. It is understood and agreed that the City is not a legally binding party to any contractual agreement made between a MAPO or other cooperative procurement agency member and the vendor, as a result of this solicitation.

#### **36. EMERGENCY EVENT OPERATIONS CONTINGENCY**

The City reserve the right to request and utilize the Contractor's services under this Agreement during Emergency Events as may be deemed necessary by the City.

***THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE***



**RFP-21-05**  
**HERBICIDE APPLICATION SERVICES NON-TURF**  
**SAMPLE AGREEMENT, FOR REVIEW ONLY**

**THIS AGREEMENT** made this \_\_\_\_\_ day of **MONTH, YEAR**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and \_\_\_\_\_ (company name), \_\_\_\_\_ (company address), hereinafter referred to as the "Contractor."

**WITNESSETH**, that the City of Wheat Ridge and the Contractor agree as follows:

**ARTICLE 1 – SERVICES**

The Contractor shall serve as the City's contractor and provide as a minimum all of the professional services required as per **RFP-21-05, HERBICIDE APPLICATION SERVICES NON-TURF**, as more fully described in the Request for Proposal and Contractor's response to the RFP (Exhibit 1) incorporated herein by reference.

**ARTICLE 2 – TERM**

The work to be performed under this agreement shall commence \_\_\_\_\_, after receipt of a fully-executed copy of the agreement and other required documents, to the extent that the Contractor has been authorized to proceed by the City.

**THE TERM FOR THIS AGREEMENT IS THROUGH MONTH, DATE, YEAR, WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS, AT THE SOLE DISCRETION OF THE CITY.** If your firm has never performed work for the City, the initial term of the agreement may be six (6) months, at the sole discretion of the City.

At the end of each year, if the City deems the Contractor's performance is acceptable and the pricing remains the same, the agreement may continue with automatic renewals. The agreement may be automatically renewed if:

- The City fails to contact your firm prior to the end of the current term regarding the desire to renew.
- All pricing remains the same.
- The scope of work or specifications are not significantly changed or modified.

If at the end of each year the City desires to rebid, or the Contractor's performance is not acceptable, the City and Contractor may terminate the agreement, or may elect to continue the agreement on a month-to-month basis until the rebid process is complete.

The City hereby agrees to pay the Consultant the amounts required for additional work as deemed necessary, at the unit prices set forth in the Consultant's proposal, in accordance to the provisions and subject to the conditions as set forth in this agreement and the documents referred to above.

**ARTICLE 3 – PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided, and the Contractor shall accept a not-to-exceed amount of (written dollar amount), (**\$ numerical dollar amount**) as full payment for such services.

Pricing shall remain firm for each renewal period, except as otherwise allowed.

**A. Invoices by Task**

Invoices will be submitted monthly by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. The payment will be expedited by the user department and processed as a VISA transaction within two business days of City approval. The City may elect the alternative method of payment by the Treasurer’s Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of receipt. A check is mailed to the Contractor.

**B. Funding**

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City’s Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

**ARTICLE 4 – INDEPENDENT CONTRACTOR**

In performing the work under this agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker’s compensation insurance, personal injury and property damage insurance, as well errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay Federal and State income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents, or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person—other than bona fide employees working solely for the Contractor—any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 5 – INSURANCE**

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award, and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverages of insurance:

Type of Insurance	Minimum Limits of Liability
Worker’s Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease

<p>Commercial General Liability (<i>including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability</i>)</p> <ul style="list-style-type: none"> <li>• Bodily Injury</li>   <li>• Property Damage</li> </ul>	<p>\$1 million per occurrence \$2 million aggregate</p> <p>\$1 million per occurrence \$2 million aggregate</p>
<p>Comprehensive Automotive (<i>owned, hired, and non-owned vehicles</i>)</p> <ul style="list-style-type: none"> <li>• Bodily Injury</li> <li>• Property Damage</li> </ul>	<p>\$2 million per occurrence \$2 million per occurrence</p>
<p style="text-align: center;"><b><i>The City of Wheat Ridge shall be named as additional insured on liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.</i></b></p>	

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the agencies may be entitled pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, CRS, as amended.

**ARTICLE 6 – INDEMNIFICATION**

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from, and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this agreement.

**ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to age, race, color, religion, sex, or national origin. Such action shall include—but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training—including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor—provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 9 – CHARTER, LAWS, AND ORDINANCES**

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

**ARTICLE 10 – LAW AND VENUE**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

**ARTICLE 11 – TERMINATION**

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions—including, but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this agreement may be canceled for cause by either party, with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the agreement for its convenience, upon thirty (30) days written notice. In the event of such termination the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

**ARTICLE 12 – NOTICES**

Contact Information	City	Contractor
Name:		
Office Phone:		
Cell Phone:		
Email Address:		
Address:		
City, State, Zip Code		

**ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS**

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this agreement, and the contractor is responsible for all subcontracting arrangements, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

**ARTICLE 14 – SEVERABILITY**

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

## **ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS**

This agreement is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the contractor.

## **ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRATING WITH ILLEGAL ALIENS**

### Illegal Aliens – Public Contracts for Services

CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

The Contactor certifies that he/she shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(I). The Contractor shall comply with all reasonable requests made in the course of an investigation by the CO Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

## **ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

**ARTICLE 18 – AUTHORIZATION**

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement in two (2) copies, each of which shall be deemed an original on the day and year first written above.

**ATTEST:**

\_\_\_\_\_  
STEVE KIRKPATRICK, CITY CLERK

\_\_\_\_\_  
DATE

(Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
GERALD DAHL, CITY ATTORNEY

**ATTEST TO CONTRACTOR:**

**OWNER**

**CITY OF WHEAT RIDGE  
7500 W. 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900**

\_\_\_\_\_  
BUD STARKER, MAYOR

**CONTRACTOR**

**NAME  
ADDRESS  
CITY, STATE, ZIPCODE**

\_\_\_\_\_





**RFP-21-05**

**HERBICIDE APPLICATION SERVICES NON-TURF**

**PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT**

FEIN / SSN (Required) \_\_\_\_\_  
Federal ID number

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIPCODE \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_  
REQUIRED—MUST BE IN INK

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

**PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA**

**ACKNOWLEDGE ADDENDA:** Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

**POINT OF CONTACT:** Jennifer Nellis, Purchasing Agent, [jnellis@ci.wheatridge.co.us](mailto:jnellis@ci.wheatridge.co.us), fax 303-234-5924

**DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE**

Signature acknowledges that proposer:

- 1) Has read the RFP documents thoroughly prior to submitting a proposal,
- 2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
- 3) Is capable of performing quality work to achieve the City objectives, and
- 4) Is submitting without collusion with any other individual or firm.

**Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.**

**CITY OF WHEAT RIDGE, CO  
CERTIFICATION STATEMENT FOR  
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

RFP NUMBER AND TITLE: \_\_\_\_\_

FIRM SUBMITTING PROPOSAL: \_\_\_\_\_  
(print full legal name)

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Attestation: (a corporate attestation is required)

BY: \_\_\_\_\_  
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**NON-DISCRIMINATION ASSURANCE FORM**  
**TITLE VI REGULATIONS AT 49 CFR PART 21**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: \_\_\_\_\_  
(Print full legal name of company)

AUTHORIZED SIGNATURE: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Certified and Agreed: \_\_\_\_\_

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**NON-COLLUSION AFFIDAVIT**  
**RFP-21-05**  
**HERBICIDE APPLICATION SERVICES NON-TURF**

COMPANY SUBMITTING BID \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires:

*Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.*

**CITY OF WHEAT RIDGE, CO**  
**VENDOR QUALIFICATION FORM**  
**RFP-21-05**  
**HERBICIDE APPLICATION SERVICES NON-TURF**

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Wheat Ridge. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period, if they are attached to this form.

**2. Name of firm:** \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Principal in Charge: \_\_\_\_\_

Email: \_\_\_\_\_

Type of business organization:

Sole Proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_

State in which incorporated: \_\_\_\_\_ Joint Venture \_\_\_\_\_

Name, position, and address of contact person regarding the information on this form:

\_\_\_\_\_  
\_\_\_\_\_

Number of years your firm has done business under current name: \_\_\_\_\_

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

\_\_\_\_\_

**3. Attach a list of all major accounts for the past two (2) years. For each account indicate the following:**

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Account services provided

- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)
- Name, address, and phone number(s) of reference(s)

**4. List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.**

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**5. Have you ever terminated or abandoned any work prior to completion, or had work completed by others?**

No  Yes

If yes, describe the situation:

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---

**6. Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?**

No  Yes

If yes, describe the situation:

---



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**City Staff will evaluate all qualification forms. The evaluation will include the following:**

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**FEE SCHEDULE**

**SUBMIT ON THIS PAGE**

THE CITY RESERVES THE RIGHT TO ADD NEW SITES TO THE RESPECTIVE CONTRACT AND TO ADD SERVICES TO THE EXISTING SITES. ANY ADDITIONAL WORK WITHIN THE SCOPE OF WORK SHALL BE CHARGED ACCORDINGLY. PRICING QUOTED IS F.O.B. DELIVERED TO DESIGNATED AREAS WITHIN THE CITY OF WHEAT RIDGE. PRICING SHALL BE FIRM FOR THE FULL TERM OF THE AGREEMENT. CONTRACTOR TO CONFIRM MEASUREMENTS PRIOR TO SUBMITTING A PROPOSAL.

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ITEM	ESTIMATED QUANTITY	\$/CYCLE		ESTIMATED # OF CYCLES		TOTAL PRICE
------	--------------------	----------	--	-----------------------	--	-------------

1. OPEN SPACE AREAS	308.50 Acres	\$ _____	X	3 Cycles	=	\$ _____
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2. AQUATIC AREAS	54 Acres	\$ _____	X	1 Cycle	=	\$ _____
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3. PARKLAND non-irrigated or native AREAS	9.85 Acres	\$ _____	X	2 Cycles	=	\$ _____
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4. RIGHT OF WAY AREAS	22.62 Acres	\$ _____	X	2 Cycles	=	\$ _____
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TOTAL ANNUAL PRICING, as proposed, subject to negotiation and need \_\_\_\_\_

5. VISA Payments Accepted Without additional fees YES \_\_\_\_\_ NO \_\_\_\_\_



## **CHECKLIST:**

The following information and forms must be included with your submission. Did you include?

- Proposer Information sheet
- Acknowledge each Addendum if any
- Illegal Alien Certification Form
- Qualifications, including the Qualification Form
- Copies of Applicator Licenses
- Experience
- Approach
- Fee Schedule

# ATTACHMENT A

## STORM WATER – SPILL PREVENTION AND RESPONSE STANDARDS

### SPILL PREVENTION AND RESPONSE

#### Description

Due to the type of work and the materials involved, many activities that occur either at a municipal facility or as part of municipal operations have the potential for accidental spills. Some municipal facilities operate under Spill Prevention Control and Countermeasures (SPCC) plans that include procedures for spill response. Proper spill response planning and preparation enables employees and contractors to effectively respond to problems and minimize the discharge of pollutants to the storm sewer system.

When services are contracted, this written procedure provides proper operational procedures which the contractor should follow. In addition, the contractor is responsible for abiding by all applicable municipal, state, and federal codes, laws, and regulations.

#### Procedures

##### Spill Prevention

- Keep work areas neat and well organized.
- Maintain a Material Safety Data Sheet (SDS) for each hazardous chemical. Follow the Outdoor Material Storage procedures.
- Provide tight fitting lids for all containers.
- Keep containers clearly labeled. Labels should provide name and type of substance, stock number, expiration date, health hazards, handling suggestions, and first aid information.
- Store containers, drums, and bags away from direct traffic routes to prevent accidental spills.
- Inspect storage containers regularly for signs of leaking or deterioration.
- Replace or repair leaking storage containers.
- Use care to avoid spills when transferring materials from one container to another.
- Use powered equipment or get assistance when moving materials to and from a storage area. Use care to prevent puncturing containers with the equipment.
- Do not wash down or hose down any outdoor work areas or trash/waste container storage areas except where wash water is captured and discharged into the sanitary sewer (if approved).
- Conduct periodic inspections to ensure that materials and equipment are being handled, disposed/recycled, and stored correctly.
- Provide adequate spill kits or lockers with sufficient equipment and supplies necessary for each work area where the potential for spills or leaks exists.
- Inspect each spill kit or locker regularly and after each spill response. Replace any spent supplies or repair any equipment that is worn or not suitable for service.
- Stock adequate personal protective equipment.

##### Spill Response

- Consider safety at all times. Anticipate and avoid all likely hazards. Never approach, contact, or sample an unknown substance. If a highly toxic or flammable substance is discovered, staff should leave the

immediate area and contact the appropriate identified response authority, such as the fire department. If there is any question about a substance, contact the appropriate identified response authority or other designated representative.

### Procedures

- Stop the leading edge of the spill. Block or divert the spill to avoid discharge to the storm sewer system and to minimize the area requiring cleanup.
- Determine the source of the spill and stop the spill at its source by closing a valve, plugging a leak, or setting a container upright. Transfer material from a damaged container.
- Identify the material and volume spilled. Contact the appropriate identified response authority or other designated representative if you cannot identify the material and its properties.
- Refer to the MSDS to determine appropriate personal protective equipment, such as gloves and safety glasses and appropriate cleanup methods.
- Clean up spills immediately to prevent spreading of wastes by wind, rain, and vehicle traffic and potential safety hazards.
- Use sand absorbents or socks, pillows, or pads to quickly capture spilled liquid and properly dispose of all clean-up materials. Use dry clean-up methods only.
- Complete all necessary reports.

### Spill Reporting

- A spill of any chemical, oil, petroleum product, or sewage that enters waters of the state of Colorado (that include surface water, ground water, and dry gullies and storm sewers leading to surface water) must be reported immediately to the Colorado Department of Public Health and Environment.
- Release of a substance into a storm drain, or onto a parking lot or roadway as part of a storm sewer leading to surface water, is reportable. However, if the material can be contained and cleaned within the storm sewer system to the degree that a subsequent flow in the storm sewer will not flush the substance to waters of the State, it may not need to be reported.
- Contact the appropriate identified response authority within the municipality or other designated representative and be prepared to provide details needed to report the spill to the necessary agencies.
- Detailed spill reporting guidance can be found at <http://www.cdphe.state.co.us/op/wqcc/Resources/Guidance/spillguidance.pdf> and <http://www.cdphe.state.co.us/hm/spillsandreleases.htm>

### Employee Training

- Train applicable employees who perform spill prevention and response on this written procedure. Information regarding how to avoid and report spills will be presented during the training.
- Periodically conduct refresher training on the SOP for applicable employees who perform spill prevention and response activities.

### Records

The following records could be used to document activities performed:

- Records of any major spills and the action taken.
- Records of employee training with sign-in sheet.

### References

*City of Centennial, Department of Public Works: Good Housekeeping, No Date.*

*City of Centennial, Department of Public Works: Materials Management, No Date.*

*City of Centennial, Department of Public Works: Spill Prevention and Control, No Date.*

*City of Golden, Stormwater Quality Pollution Prevention Guide for Municipal Operations: Parks Department Golf Course, January 2004.*

*City of Lafayette, Spill Clean Up, No Date.*

*Colorado Department of Public Health and Environment, Environmental Spill Reporting, January 2009.*

*Mesa County, Municipal Operation and Maintenance Program, July 4, 2005.*

*USEPA Menu of BMP: Spill Response and Prevention, [cfpub.epa.gov/npdes/stormwater/menuofbmps/](http://cfpub.epa.gov/npdes/stormwater/menuofbmps/), accessed July 5, 2009.*