



**REQUEST FOR PROPOSALS
RFP-21-07**

**PROPOSAL DUE DATE:
THURSDAY, SEPTEMBER 30, 2021 BY 2 P.M. OUR CLOCK**

RIGHT OF WAY (ROW) MAINTENANCE SERVICES

PROPOSALS MUST BE EMAILED TO:

BIDS@ci.wheatridge.co.us

**DOCUMENTS PREPARED BY:
PARKS 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-21-07
RIGHT OF WAY (ROW) MAINTENANCE SERVICES

Project Overview/Scope: The City is requesting proposals from qualified firms to provide exceptional Right of Way services using their own staff. Services shall include, but not be limited to, chemical weed control, mowing and trimming, trash and debris removal, sidewalk / median cleaning and/or blowing in designated City of Wheat Ridge (COWR) right-of-way (ROW) turf and sidewalk areas. Services shall be provided on an as-needed, where-needed basis, as directed by the City. The anticipated award date is October 2021, and the start date will be January 2022. The award will be a contract for one year of service with the option to renew for four additional one-year terms. The 2022 anticipated budget is \$83,990.00.

Deadline for Questions: Thursday, September 16, 2021 – 2 P.M.

Point of Contact: Thomas Ellison, Procurement Coordinator, tellison@ci.wheatridge.co.us (email preferred method of communication), or phone 303-235-2885. 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. Awarded firm must have current Colorado Department of Agriculture herbicide applicator license(s), and a valid City of Wheat Ridge Business/Use Tax license prior to starting the project. This service requires compliance with both the “Worker without authorization” provisions of CRS8-17.5-101 and “Non-Discrimination Assurance” of Title VI Regulations at 49 CFR Part 21.

Proposals Due: THURSDAY, SEPTEMBER 30, 2021 BY 2 P.M. OUR CLOCK. THERE IS NO PUBLIC OPENING. Late receipt of bids will not be considered regardless of postmark. It is the responsibility of the offeror to ensure the proposal is received in the Purchasing Office on or before the due date and time.

Submit to: BIDS@ci.wheatridge.co.us
City of Wheat Ridge Municipal Building
Attn: Thomas Ellison

The City only accepts proposals by email.

Mark submittals: (Company Name) RFP-21-07 RIGHT OF WAY (ROW) MAINTENANCE SERVICES

Comments: All proposals must be submitted as pdf documents. No proposals will be accepted after the due date and time. Proposals received after the specified opening time will be filed unopened. The City of Wheat Ridge 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: Official documents are available on the Rocky Mountain ePurchasing System (RMEPS) website, a division of BIDNET – www.rockymountainbidsystem.com, and on the City website, www.ci.wheatridge.co.us. Project updates and awards will be posted on the City website.

Publish Dates:

RMEPS & City website

September 9, 2021

Thomas Ellison, Procurement Coordinator

RFP-21-07
PROPOSAL REQUIREMENTS / SELECTION CRITERIA
RIGHT OF WAY (ROW) MAINTENANCE SERVICES

Point of Contact: Thomas Ellison, Procurement Coordinator, tellison@ci.wheatridge.co.us, or phone 303-235-2885. 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 29th 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 last agreement is now expired, however the incumbent vendor, Terracare Associates, continues to provide services on a month-to-month basis.

C. Objectives

The goal is to contract with one qualified firm to provide exceptional Right of Way services using their own staff. Services shall include, but not be limited to, chemical weed control, mowing and trimming, trash and debris removal, sidewalk / median cleaning and/or blowing in designated City of Wheat Ridge (COWR) right-of-way (ROW) turf and sidewalk areas. 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 basis until a new solicitation is completed and awarded.

D. Herbicide Applicator Licenses Required

All herbicide applicators will have current Colorado Department of Agriculture licenses required for the application of herbicide in the ROW. 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 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.

II. STATEMENT OF WORK

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, mowing and trimming, trash and debris removal, sidewalk / median cleaning and/or blowing in designated City of Wheat Ridge right-of-way turf and sidewalk areas.
- Services shall be provided each cycle on an as-needed, where-needed basis, as directed by the City. Services are needed year-round. The City anticipates a need for 6 cycles of chemical weed control, 7 cycles for mowing and trimming services, and 12 cycles each for trash and debris removal and for sidewalk / median cleaning. Cycles may or may not correspond to months.

- The City may add to or deduct from the designated locations and/or services needed at each throughout the term of award, as best meets the needs of the City. Prices paid will reflect those negotiated on a per square foot basis.

A. CONTRACTOR RESPONSIBILITIES

1. 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. Bidder is advised to field verify all measurements prior to bidding.
2. 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.
3. 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.
4. Notify the City if the number of requests for work in any period is more than can be handled by the contractor. If the City does not receive prior notification of ability, the City will take action as described on page 11 - Inspection of Services.
5. Complete the work within forty-eight (48) hours of notification/work request.
6. The Contractor will submit a work schedule prior to beginning any work ordered. The work schedule will contain the route to be followed and the location of work each day. 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.
7. 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 at all times, 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.
8. All contractor applicators will have current Colorado Department of Agriculture licenses required for the application of herbicide in the ROW. 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.
9. 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.
10. The Contractor shall submit his Traffic Control Plan to the Project Coordinator for review prior to commencing operations. When working in the City, all personnel are required to wear safety vests. Proper safety signage, cones, flagmen or other warning devices should be used to alert motorists of work in the area. The use of public roads and streets by the Contractor will provide a minimum inconvenience to the public and traffic.
11. 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.

12. 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.
13. 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.
14. The City Technical representative may direct removal of any contractor employee at any time during performance of this contract for cause. Failures to present the appropriate licenses, performing unsafe acts, or any questionable acts that expose the City to risk or unfavorable attention would be conditions which meet the criteria "for cause". 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.

B. CITY'S RESPONSIBILITIES

1. Identify the property and furnish contractor the following information:
 - Address/Location of property
 - Type of work to be performed (cut/remove weeds, remove trash/debris, clean sidewalks apply herbicide etc.)
 - Provide approximate measurements of property to be abated. The Contractor will verify all measurements.
2. Inspect property no later 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 abatements 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, 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.

C. TECHNICAL REQUIREMENTS

CHEMICAL WEED CONTROL SERVICES

1. Contractor shall provide chemical weed control services for an estimated square footage of right-of-way sidewalks/curbs/gutters and medians within the City of Wheat Ridge as described in the contract/required/called for by owner basis from approximately April through September. For work sites, see attached map of areas and information. Chemical weed control will take place only on sidewalks/curbs/gutters and medians as specified.
2. No restricted use chemicals are to be used in weed and grass control. Herbicide must be of a glyphosate type (Roundup /Rodeo or approved glyphosate based equal) specifically designed for post-emergent control of weeds and grass. Rodeo or an approved equal shall be used in drainages, ditch/lake pond or wetland areas designated on site plans. Proposals offering other than glyphosate type herbicides will be rejected and considered as non-responsive to the City's requirements. All herbicide application shall be done in accordance with label directions and CDHPE regulations. Identification color must be added to herbicide to track application areas. Color must fade with moisture or within 2 days after application. Any herbicide application will be finished 48 hours before vegetation removal by mechanical or hand means (see Trash and Debris Removal) to allow herbicide to have maximum effect on desired plant material.

3. The Contractor will provide an electronic copy the City representative of the following information yearly and 48 hours before the first application including;
 - MSDS/SDS sheet for all chemicals applied including surfactants and dyes.
 - Label information for all herbicides and chemicals applied including surfactants and dyes.
 - If the Contractor substitutes another chemical other than what they have already submitted the City representative will first approve it and they will supply the new chemical information 48 hours before the application.
 - Copy of qualified supervisor and applicators license is required to be in the possession of the City before any chemical is applied for all applicators. If a different applicator is to do an application, the Contractor will supply their applicator license information to the City 48 hours in advance of applying herbicide.
 - Within 48 hours after the application the contractor will provide to the City representative an electronic copy of the application record that includes;
 - General area of application
 - Equipment use to apply chemical
 - Time of application
 - Mix rates of chemical
 - Site condition/weather condition
 - Applied amount of chemical.
4. A minimum of 95% kill rate is expected of the application on any area treated for weed control. Any additional within two working days of the contact from the City Further, the determination as to whether the above standard was met rests solely with the City's designated technical representative.
5. As a minimum, the precautions for drift control established by the Colorado Department of Agriculture in the pamphlet from Division of Plant Industry entitled Pesticide Application and Safety Training Study Guide Weeds (pages 21 & 22) will be followed during all applications. Notwithstanding the above maximum precautions are expected to prevent plant damage. Further, the successful bidder to the quality standard determination by the City's technical representative at no additional cost to the City must replace any damaged plant materials. All spraying is done with the intent to reduce trimming activities on sidewalks. Contractor bears sole responsibility for chemicals used, misused, misapplied and / or spilled.
6. Response Time: The City requires response with performance within maximum of (2) workdays from receipt of a communication including traceable/datable e-mail messages from Parks Project Coordinator.
7. During herbicide application within the City limits, the contractor shall always carry appropriate chemical spill control measures with them in their service vehicle at all times. 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. If any chemical spill does occur, the contractor will use Best Management Practices to contain the spill and immediately contact the City representative.
8. For chemical application, a hand-held / backpack sprayer or an ATV/UTV type vehicle with a tank mounted sprayer may be used. No full-size vehicles will be allowed to apply herbicide. The Contractor will avoid spraying any non-aquatic rated use chemical directly into any storm water inlet, ditch, wetland, creek, lake or pond.
9. All ATV/UTV applications on sidewalks will be completed from the sidewalk and in the direction of traffic. At no time will any ATV/UTV will be allowed in the street except crossing the street at an intersection.
10. The Contractor will apply herbicide on specified City ROW sidewalks and adjacent curb and gutter having weeds/vegetation.
11. Application dyes must be used in the application process. Dye must 100% fade within 48 hours and be approved by the City representative. If application dye is not applied, the City will assume the application has not occurred and ask the Contractor to reapply herbicide at no additional cost to the City with dye included.

MOWING AND TRIMMING SERVICES

1. The cost of mobilization, dump fees, fuel, extra personnel, equipment, etc., must be included in the proposed price for each type of service. Contractor shall designate, in writing, a disposal site.
2. The Contractor shall have adequate personnel and equipment to complete all work requests as defined in this Scope of Services. All equipment used shall be maintained and calibrated to achieve a safe operating condition, and shall comply with all applicable federal, state, and local regulations. The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. All such tools and equipment shall be used in accordance with the manufacturer's directions, State of Colorado Department of Public Health and OSHA regulations. Contractor shall maintain all such tools and equipment in good operating condition. The Contractor shall remove any tools and/or equipment from the work site immediately if such tools and/or equipment develop fluid leaks, become unsafe and fail to meet noise or emission standards, or become inoperable. Refilling equipment with petroleum products such as gasoline, diesel fuel, hydraulic fluid and motor oil shall be done in the work zone on a hard surface, never on property or other areas where spilled products will contaminate soil or damage the landscape. The mowing equipment used by the Contractor will be maintained to produce a clean, sharp cut and uniform distribution of clippings at all times. A rotary / ride-on type mower and handheld string line trimmers will be used by the Contractor to mow and trim ROW areas.
3. The Contractor shall remove any litter and debris on right-of-way prior to, and upon completion of the mowing cycle. If the contractor cuts litter/trash/debris, they shall remove any cut trash/debris before they leave the site. This will help to avoid personal injury to the operator and the public, possible damage to passing vehicles, pedestrians and prevent unsightly site conditions. The Contractor will remove and haul away all litter, debris, and excessive amounts of grass clippings of enough volume to create rowing, smother, or retard grass growth as necessary to restore optimum condition of the ROW areas.
4. Contractor shall be responsible for damage to all public and private property while performing services for the City. The contractor shall report any damage to the City and/or private property immediately upon occurrence. Contractor shall be responsible for any damage to property to the extent caused by any acts or omissions of the Contractor, its employees or agents.
5. The Contractor is required to use slow moving vehicle placards on all mowing equipment. All employees must be provided with the appropriate Personal Protective Equipment. All spraying equipment will be equipped with safety beacons and slow-moving vehicle placards. The beacon will always be on if the spray unit is being used.
6. The Contractor will be required to mow all ROW areas to a height of four inches, and edge along sidewalks, streets, signs, fences, curbs, hydrants and property lines. After the contractor finishes the mowing of an area, any partially or uncut vegetation will be re-cut to 4 inches in height before the contractor leaves the site. Any request from the City of Wheat Ridge asking the Contractor to re-cut vegetation to the specified height will be done within 48 hours of the request and at no additional cost to the City.
7. The Contractor will apply herbicide to all vegetation growing on sidewalks, driveways or adjacent curb and gutter that is 2 inches or less. This vegetation is to be allowed to dye and dry up. Vegetation 2 inches or more will be cut and removed from sidewalks.
8. The Contractor will be required to measure the area to be mowed and to bill the City accordingly. However, the City will verify these measurements and any discrepancies will be adjusted.
9. Areas that are inaccessible to mowers shall be trimmed as per the mowing schedule, cut to four inches in height and to present a well-groomed appearance. Contractor shall match the height of trimmed areas to the height of mowed areas to provide a uniform appearance.
10. To achieve the specified/consistent cut height and well-groomed appearance the contractor may need to double or opposite direction cut areas of the ROW that are not cut to height during a single pass with their mower due to thick and or wet vegetation. Double cutting will be at no additional cost to the City and done within 48 hours from a request from the City.

11. The Contractor will not have their mower discharge chutes or string line trimmers pointing towards traffic or pedestrians during mowing services. Do not blow or direct any cut vegetation onto any street, sidewalk, parking lot, driveway, curb/gutter, storm sewer or private property. As part of the required cleanup, the contractor will use hand blowers/vacuums and or brooms to blow or push any cut vegetation into the ROW.
12. To promote responsible storm water Best Management Practices, the City will not allow the ROW Contractor to put any trash, debris or plant material to be blown or deposited into curb/gutters or storm drains. If plant material or debris is deposited into the curb/gutter or storm drain during mowing / trimming operations, the Contractor will remove it immediately by hand or mechanical means at no cost to the City. See City of Wheat Ridge website for STORM WATER - SPILL PREVENTION AND RESPONSE PROCEDURES for City standards

TRASH AND DEBRIS REMOVAL SERVICES

1. Trash and debris removal services are required year-round (12 months a year).
2. Trash and debris will be removed prior to and upon completion of a mowing cycle and/or sidewalk cleaning cycle.
3. Trash and debris removal shall also be performed on sidewalks/medians and natural areas during the fall / winter / spring when mowing services are not necessary. Litter and debris removal include pickup, removal and disposal as listed. The contractor will be required to remove all trash and debris before mowing/trimming. It will also be the Contractor's responsibility after mowing/trimming to remove any item which has been cut, torn, ripped, scattered or further subdivided by the mowers/trimmers which will result in an objectionable appearance.
4. Any trash or debris removal that requires special equipment due to size or weight shall be considered other than a normal request and reported to City personnel for approval prior to removal.
5. Removal of toxic / hazardous materials will not be performed by the Contractor. However, if such materials are found, the Contractor shall immediately notify City personnel.

SIDEWALK / MEDIAN CLEANING AND MAINTENANCE SERVICES

1. The Contractor shall clean specified sidewalks and medians during each cycle. During each sidewalk and median cleaning cycle, the Contractor will have their crew remove any trash / debris present. See (Trash and Debris Removal). The crew will cut/remove two inch plus height plant material in all cracks of sidewalks, adjacent curb / gutter and medians by hand or mechanical means. Plant material that is two inches or less in height will be sprayed and left in place to die. This plant material will be string trimmed during the next maintenance cycle.
2. All sidewalk cleaning will include cleaning the sidewalk from edge-to-edge including removing all debris, dirt, rocks, overgrown grass and weeds to the edges of the sidewalk. Edge to edge sidewalk cleaning will occur during each cycle and is to include cutting/edging and removing all built up material on the sidewalk along retaining walls, hills, landscapes, under benches, around all poles, utility boxes, street signs, and bus stop enclosures. Clean edges will be cut with edger machines or hand shoveled and loose material will be removed by the Contractor.
3. Edge-to-edge cleaning will include trimming by the Contractor of any weed growing over the edge of the sidewalk. The Contractor will hand cut or mechanically trim/remove these weeds back to the edge of the sidewalk. If the Contractor encounters shrubs or perennials overhanging the sidewalk edge, they will contact City staff before any trimming proceeds. City staff will do an onsite inspection. City staff will trim all shrubs and perennials as needed.
4. The Contractor will complete edge-to-edge sidewalk cleaning during every cycle if conditions allow. Snow and icy conditions may prevent this from completion during the winter months. City staff will verify completion of edge-to-edge cleaning after each cycle is finished. If it is determined by, City staff that the edge-to-edge cleaning is incomplete or not meeting the conditions of the contract the City will require the

Contractor to complete said work within 48 hours for their request at no additional cost to the City. If edge-to-edge sidewalk cleaning is not completed by, the Contractor during a Right of Way maintenance cycle the City will require the Contractor to alter their corresponding invoicing to reflect the deduction for the uncompleted work.

5. Sidewalk cleaning will include the removal by the Contractor of any debris present in the adjacent curb and gutter. Gutter debris will not be blown or swept into the storm sewer. All gutter debris will be removed by a broom and shovel or by a hand-held vacuum at no extra cost to the City.
6. Median and sidewalk cleaning will include the replacement of loose or displaced rock, wall block, brick, gravel, wood chips or dirt back into the ROW landscape by the Contractor during all median sidewalk cleaning/trash removal cycles.

BILLING/ VENDOR CONTACT INFORMATION

1. Vendor billing contact information will be provided to the Parks, Forestry and Open Space Operations Support Technician. Parks, Forestry and Open Space Operations Support Technician will provide all billing help and answer all billing questions for the ROW Contractor.
2. All day-to-day information for the ROW work will addressed through the Parks Project Coordinator throughout the duration of the contract.
3. The vendor will assign a single vendor point of contact for ROW maintenance work and one vendor point of contact for billing. Any point of contact change information will be provided to City personnel 48 hours before changes take effect.
 - The vendor shall provide a verbal and written response to inquiries submitted by the City within 48 hours
 - The vendor will provide any changes to the point of contact for the ROW contract to City staff immediately upon any change.
 - Delayed and non-responses will be noted and will be considered when soliciting for a new bid, contract extension, or any non-contract related project.
4. Invoices are paid by City issued check in the net 30-day period, automatic deposit into the vendors account or by a Purchasing Division issued City purchasing card on file with the Contractor. One of these methods of invoice payment will be set up by the Contractor at the time directly after the contract signed agreement.
 - The City will not pay for services not yet rendered. No billing ahead for services will be accepted.
 - The Contractor will contact the Operations Support Technician to obtain permission to run the card on file for invoices during the Net 30-day period after the invoice is sent to the City.
 - Invoices will be sent to the by the Operations Support Technician no later than 30 days before they are due.
 - A copy of all processed credit card charged invoices and all paid invoices will be sent to the Operations Support Technician within 24 hours of processing
5. All invoices must include the following information:
 - All additional services that have been preapproved by the City of Wheat Ridge that are beyond the base contract.
 - All locations, time, including hourly rate must be identified on the invoices
 - All materials must be itemized with associated costs
6. The Contractor must submit monthly electronic spreadsheet reports to the City representative that includes the following Information:
 - Cycle date and corresponding invoice number
 - All current cycle service locations including spray locations, material sprayed, spray times, spray dates and applicator information
 - Date and all work performed at each location
 - Any City approved out of contract work described in detail including additional charge for said work.
 - Monthly detail of work spreadsheet will be required to process the corresponding invoice.

INSPECTION OF SERVICES

1. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
2. 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.
3. 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.
4. 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. 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.
5. 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.

III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

A. Proposal Submission

Submit pdf files to: **BIDS@ci.wheatridge.co.us**
City of Wheat Ridge Municipal Building
ATTN: Thomas Ellison

PROPOSAL DUE DATE: THURSDAY, September 30, 2021 BY 2 PM OUR CLOCK. NO EXCEPTIONS.

LABEL FILES: (Company Name) RFP-21-07 RIGHT OF WAY (ROW) MAINTENANCE SERVICES

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. Submittals should be formatted to correspond exactly to the bullets. Indexes for each of the categories are preferred, in the same order. Additional relevant information is encouraged, though proposals should not exceed 60 letter-sized pages in length.

Omissions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive. If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Allison Lewis, Administrative Support Technician, via email: alewis@ci.wheatridge.co.us

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

1) Signature Page and Forms

- a. Proposer Information and Addendum Acknowledgement
- b. Worker Without Authorization Form
- c. Non-Discrimination Assurance Form
- d. Non-Collusion Affidavit
- e. Vendor Qualification Form
- f. Attachment A – Price Schedule and completed spreadsheet pages

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 Note if personnel is full, part, seasonal employment.
- c. Provide resume of company owner(s) and project manager or supervisor for this project.
 1. Include a statement indicating the number of continuous years having been licensed for this type of service by the Colorado Department of Agriculture.
 - Provide a minimum of three (3) current or within the past three (3) years references. 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.
 - Is your firm currently in litigation or have been in the past 3 years? If so, explain.
 - Detail any value-added services such as reporting, training, public outreach, educational programs, resources, health and safety programs, or service at public events.

7. Experience of Staff and Team (25%)

- Demonstrate your understanding of the technical requirements.
- 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.
- Provide copies of applicators' licenses and a statement of qualifications.
- Identify the total number of licensed applicators available for use on this contract.
- Detail a list of what portions 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.)
- Provide any unique strengths, experiences or qualifications of your firm or team.

8. Approach, Timelines, and Current Workload (30%)

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

9. Fee Schedule (25%)

- Submit Attachment a Pricing representing total square foot costs.
- Submit the spreadsheet to show pricing for specific locations and services.
- List pricing for any or all of the requested services.

- Rates are negotiable.
- 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.

IV. 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.

V. ANTICIPATED SCHEDULE OF EVENTS

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

Event	Anticipated Date
RFP Issued	September 9, 2021
Inquiry Deadline	September 16, 2021
Final Addendum Issued	September 21, 2021
Proposal Due Date and Time	September 30, 2021 by 2:00 PM Our Clock
Short List	October 14, 2021
Interviews – if needed	October 21, 2021
Council Approval	November 8, 2021
Award Date	November 2021
Start Date	January 2022

VI. ADMINISTRATIVE AND OFFEROR INFORMATION

1) PROPOSAL OPENING, EVALUATION, AND AWARD

Only the names of each proposer will be read at the opening. Proposals will be examined after opening. Proposals 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. The City reserves the right to make multiple awards if deemed in the best interest of the City. 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. Certificates will be issued upon request.

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.

4) **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.

5) **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.

6) **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.

7) **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.

8) **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</i>)	

<i>Protective, Broad Form Property Damage, and Contractual Liability</i> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$1 million per occurrence \$2 million aggregate \$1 million per occurrence \$2 million aggregate
Comprehensive Automotive <i>(owned, hired, and non-owned vehicles)</i> <ul style="list-style-type: none"> • Bodily Injury • Property Damage 	\$2 million per occurrence \$2 million per occurrence
<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>	

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.

9) **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.

10) **SUBCONTRACTING**

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

11) **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.

12) **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.

13) **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.

14) **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.

15) **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.

16) **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.

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. 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.

18) **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.

19) **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.

20) **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.

21) **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.

22) **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.

23) **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.

24) **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.

25) **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.

26) **OWNERSHIP OF CONTRACT PRODUCTS**

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

27) **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 1st 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.

28) **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.

29) **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.

30) **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.

31) **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.

32) **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.

33) **SECURITY ACCESS CARDS**

The City will issue security access cards to assigned workers. It will be at the discretion of the City to determine if the access cards are issued specifically for each worker, or if a guest card will be issued.

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) **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-21-07

RIGHT OF WAY (ROW) MAINTENANCE SERVICES

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: Thomas Ellison, Procurement Coordinator, tellison@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
WORKERS WITHOUT AUTHORIZATION, 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 a worker without authorization to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an worker without authorization.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any workers without authorization, 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-21-07
RIGHT OF WAY (ROW) MAINTENANCE SERVICES

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 _____, 2021

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-21-07
RIGHT OF WAY (ROW) MAINTENANCE SERVICES**

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.

1. **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:

2. **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)

3. **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.**

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

No Yes

If yes, describe the situation:

5. **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:

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.



RFP-21-07
RIGHT OF WAY (ROW) MAINTENANCE SERVICES
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) _____, 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-21-07, RIGHT OF WAY (ROW) MAINTENANCE SERVICES**, 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 (JANUARY 1, 2022), 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.

- **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.
- **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"> • Bodily Injury • Property Damage 	<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"> • Bodily Injury • Property Damage 	<p>\$2 million per occurrence \$2 million per occurrence</p>
<p style="text-align: center;"><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></p>	

Submit a proposal ONLY if you are prepared to complete this requirement.

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 WORKERS WITHOUT AUTHORIZATION

Workers without authorization – 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 a worker without authorization to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an worker without authorization. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any workers without authorization, 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:

NAME

TITLE

DATE

OWNER

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

BUD STARKER, MAYOR

CONTRACTOR

**NAME
ADDRESS
CITY, STATE, ZIPCODE**

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

ATTACHMENT A

PRICE SCHEDULE

SUBMIT ON THIS PAGE WITH YOUR PROPOSAL

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.

NAME OF FIRM: _____

ADDRESS: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION	PER CYCLE PRICE	APPROX. FREQUENCY	TOTAL
1	611,336 SQ FT	CHEMICAL WEED CONTROL	_____	5	_____
2	813,472 SQ FT	MOWING AND TRIMMING	_____	7	_____
3	1,456,758 SQ FT	TRASH AND DEBRIS REMOVAL	_____	12	_____
4	643,286 SQ FT	SIDEWALK / MEDIAN CLEANING	_____	12	_____
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
- Worker without authorization Certification Form
- Qualifications, including the Qualification Form
- Copies of Applicator Licenses
- Experience
- Approach
- Fee Schedule, Attachment A and ROW spreadsheet

ATTACHMENT B

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 (MSDS) 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/, accessed July 5, 2009.