

RFP #FD20-02-023 EAB Treatment Program

Request for Proposal

The City of Greeley is seeking proposals for selection of vendors to support an Emerald Ash Borer (EAB) Treatment Program to assist residents of the City of Greeley with identification and treatment of ash trees affected by the Emerald Ash Borer as described in this request for proposal (RFP). **Sealed** proposals must be received at the Public Works Building, 1001 9th Avenue, Greeley, Colorado **before March 11, 2020 at 2:00 p.m.** per the requirements stated in the RFP. No late, faxed or electronic proposals will be accepted.

The necessary documents are available online at the Rocky Mountain Online Bid System site (Bidnet). Go to <http://www.RockyMountainBidSystem.com>, in the upper right corner of the screen choose "Login" if your company has a login established or "Register" if it is the first time you are visiting this site. Follow the prompts for the option chosen. Select "Search for Open Bids and Addenda by Agency" and then select "City of Greeley." Bid opportunities will be listed, in bid due date sequence, by project name and bid number.

A pre-proposal meeting will be held on February 20, 2020 at 11:00 am at City Center South 2nd Floor Colorado Conference Room 227, 1001 11th Avenue, Greeley, Colorado. All prospective vendors are highly encouraged to attend.

No proposals shall be withdrawn for a period of sixty (60) days after receipt of proposals.

The City of Greeley reserves the right to reject or accept any or all proposals and to waive any informalities as deemed in the best interest of the City.

Questions pertaining to the project may be directed to Doug Clapp at doug.clapp@greeleygov.com no later than February 25, 2020 by 5:00 p.m.

Doug Clapp
Purchasing Manager
City of Greeley

Greeley Website
February 12, 2020

CITY OF GREELEY
2020 Emerald Ash Borer Treatment Specifications

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City is creating the Emerald Ash Borer (EAB) Treatment Program to assist residents of the City of Greeley with identification and treatment of ash trees affected by the Emerald Ash Borer.

B. Overview

The City of Greeley is accepting applications from property owners (Participants) to treat ash trees located on private property. Applications for the Program will only be accepted for residential properties regardless of occupancy and located in the City. City of Greeley Forestry Program staff will manage the applications, visit the properties, condition and measure the trees and approve the applications. All approved applications will be compiled and provided to the applicator no later than June 1st of the current treatment year. The Program Manager for the Emerald Ash Borer Treatment Program is:

Shiloh Hatcher, Forestry Manager
Culture Parks and Recreation Department | Parks
2631 52nd Ave Ct, Greeley, CO 80634
P: 970-339-2436 | Shiloh.hatcher@greeleygov.com

Payments will be made to the City of Greeley by each Participant for the total amount necessary for the application. The payment to the City of Greeley by the Participant will be calculated by multiplying the per inch (dbh) ash tree total on each property by the treatment per inch bid amount. The treatment per inch bid amount will be determined through a range of inches (Exhibit D) and based on the total number of inches received in applications. The City will then be responsible for payment to the vendor after applications have been performed. The City of Greeley cannot guarantee the total number of applications that will be received annually as a part of this program or the geographical location of all trees to be treated.

C. Goals

This program seeks to treat roughly 3000 private residential ash trees total over the course of 3 years and extend that treatment control into the future based on the condition of each tree. We seek to treat approximately 1000 trees annually.

SECTION II. STATEMENT OF WORK

A. Scope of Services

It is the intention of the City of Greeley to potentially retain multiple vendors for the treatment of approximately 1000 privately owned ash trees for protection against emerald ash borer (EAB) through the trunk injection of Emamectin Benzoate 4%, medium rate. Vendor(s) shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to provide the services specified herein.

- 1) Addresses, listed geographically, and other necessary information will be provided to the contractor noting the location and size of the trees. Trees may be added or subtracted by the City of Greeley. An online map with all ash tree locations shall be used for working purposes. The online map will be available for the selected vendor(s) no later than June 1st of the current treatment year.

The online map will be used by the on-site technician to record treatment date, verify diameter and injection sites, record volume of product used and provide any further comments on the treatment application. Only ash trees TO BE TREATED are displayed on the map, there may be additional ash trees on each property that will not be treated as a part of this program that will not be displayed on the map. The vendor(s) will be required to maintain a separate internal method of daily work tracking beyond the editable map provided by the City of Greeley.

- 2) The Vendor(s) shall treat a minimum average of 30 to 40 trees per day (adjusted based on total number of trees in program) and supply sufficient workers in order to meet this goal. It is recognized that moisture conditions can dramatically impact treatment uptake and may impact daily and weekly treatment rates. Vendor(s) will communicate as needed with the project manager to review how environmental conditions are impacting the rate of uptake of chemical into the tree.
- 3) Any spills that occur during treatments for a city contract shall be reported immediately to the project manager. This notification is in addition to the Colorado State Department of Agriculture spill notification requirements. Vendor(s) vehicles shall be equipped with a spill-kit.
- 4) All work shall be conducted in a manner as to cause the least possible interference with or annoyance to others.
- 5) Vendor(s) shall be present during the entire time needed for uptake of chemical by the tree for trunk injections. No injection equipment or chemical shall be unattended at any time.
- 6) All injection equipment and accessories shall be in a clean and operable condition and free from cracks and/or leakage.
- 7) All pesticide applications shall comply with the appropriate pre notification requirements. **The contractor is responsible for all post-application postings, per the Colorado Pesticide Applicators' Act Rules and Regulations, Part 8.**
- 8) It is the responsibility of the vendor(s) to follow all insecticide label instructions. Any alterations in the formulations or equipment must be approved in advance by the project manager. In order to remain responsive to emerging research, the City reserves the right to request a change in formulation rates or application methods for the duration of the contract. Any such change and additional costs incurred would be agreed to in written correspondence between the contractor and the City.
- 9) Call the project manager **at least 4 days prior** to chemical treatments and if there are any schedule changes.

- 10) Timing is critical for specific applications. Forestry Program staff and the vendor(s) will monitor weather conditions and insect populations and coordinate application timing.
- 11) City of Greeley Forestry Program staff reserves the right to request scheduled application times to observe the vendor(s) to ensure good injection technique, uptake and proper safety techniques.
- 12) The vendor(s) shall make note of any previous injection sites and drill new injection sites at least two inches away from previous drill holes. Injection sites shall be placed within 12" of the soil (when feasible), but ground level shall be used for trees being treated for the first time. The drill depth will be between 5/8" to 1 5/8" in between bark fissures. The root flare is the preferred injection site for the best uptake of the formula and distribution to the tree canopy. Trunk wounds shall be avoided as injection sites. Root flare excavation is not required for injections sites.
- 13) The vendor(s) may utilize either the Arborjet Viper Air or Quick-Jet Air Hydraulic Device, ArborJet Tree I.V., and/or the Rainbow Q-Connect system listed below. Arborplugs shall be used in combination with ArborJet injection equipment. (Contact manufacturer for additional guidance and supplemental items). The Rainbow Q-Connect system requires no additional plugs for application. Plug costs should be factored into the bidders' price per DBH ranges. The offeror must strictly adhere to the total number of injection sites and rates based on tree diameter listed in Exhibit B.
- 14) All tree treatment records shall be updated daily in the editable tree map and can be easily updated with most electronic handheld devices. Vendor(s) will confirm the number of injection sites, DBH and indicate actual use of product versus expected use of product and the resulting variance. Any important notes, issues or concerns shall also be documented in the tree map/daily work records. An example of the work record requirement is depicted in Exhibit C.
- 15) Vendor(s) are expected to quote on the range of diameters to be treated (Exhibit D), with cost per total inches. Work may be awarded to multiple vendors and shall be selected by lowest cumulative price by the bid number. City of Greeley may, at its discretion, reduce or increase the number of trees to be treated.
- 16) The Vendor(s) shall be required to take safety precautions in an effort to protect persons and private property. The Vendor(s) and any sub-Vendors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of the services. Any fines levied by the above-mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. All existing structures, utilities, services, roads, trees, water features, shrubbery, etc., located on private property shall be protected against damage, inadvertent spray drift, or interrupted services at all times by the Vendor(s) during the term of this Service Agreement. The Vendor(s) shall be held responsible for repairing or replacing any and all property, to the satisfaction of the City, which is damaged by reason of the Vendor's operation on the property.

- 17) The Vendor(s) shall be responsible for traffic control and for conforming to any and all applicable Federal, State and Local traffic control regulations (to include, but not limited to, Colorado Department of Transportation regulations) in the performance of these services.
- 18) All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance with all federal, state, and local governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA), and the National Electric Code (NEC), as well as standards and requirements established by the City of Greeley.
- 19) Detailed Specifications:
- a) Arborjet Air Hydraulic Device: The purpose of this device is to quickly and efficiently complete systemic injections on a high volume of medium to large trees. No substitution or equal will be accepted or will apply. Device is capable of delivering 1-5 ml doses at 100 psi, with a self-contained compressed-air source, and the ability to deliver concentrated insecticide to the injection site. ***However, treatment pressure for this bid is to be between 30 - 40 psi.*** Device must use concentrated Emamectin benzoate, and hold up to 2 liters of product while receiving pressure from a compressed air tank capable of 4500 psi. The injectors must be inserted through an **Arborplug** which is set in the tree (see plug below). Identification of maintenance and repair issues are the responsibility of the applicator. **A higher PSI will be considered only after a field demonstration to justify the need.**
 - b) Arborjet Tree I.V.: The purpose of this device is to be able to quickly and efficiently complete systemic injections on larger trees or medium trees during poor uptake conditions. This device may allow for either dilute or concentrated injection through at least four injection sites simultaneously, operating at a maximum of 60 psi, and capable of up to 600 ml of treatment formulation at a single treatment. ***The applicator is to deliver a maximum of 35 psi pressure*** with a pressure relief valve. System must be pressurized using a hand held pump system, and have the capacity to expand to 16 injector sites from a single medicament bottle. The injectors must be inserted through an **Arborplug** which is set in the tree (see plug below). Equipment must remain in operating condition throughout the length of this injection program. Identification of maintenance issues and repairs are the responsibility of the applicator. **A higher PSI will be considered only after a field demonstration to justify the need.**
 - c) Arborjet Arborplug: The purpose of this device is to assure the proper dose is sealed within the sapwood during and after pressurized applications, protecting the environment and the operator from contact with the insecticide. A sharp, high-helix brad-point drill bit shall be used with appropriate bit size based upon plug size. This plug must have three barbs for seating inside the tree xylem just inside the cambium. Avoid placing Arborplug in damaged areas or in between flares. Plug must be capable of holding up to 100 psi of pressure. No substitute plug types are allowed. The following Arborplug shall be used on this bid: #3 Arborplug 9/32" drill bit - all trees 8" and greater in diameter OR #4 Arborplug 3/8" drill bit (considered only if field demonstration when #3 plug is not justified).

- d) Rainbow Q-Connect: The purpose of this device is to be able to efficiently complete systemic injections on larger trees or medium trees. The Q-Connect system allows treatment without the need for an Arborplug. A sharp, 15/64" high-helix brad-point drill bit shall be used. This device may allow for either dilute or concentrated injection through at least 5 injection sites simultaneously, operating at a maximum of 60 psi, with a pressure relief valve and capable of up to 1,000 ml of formulation at a single treatment. **The applicator is to deliver a maximum of 35 psi pressure.** System must be pressurized using a hand held pump system, and have the capacity of 10 injector sites from a single medicament bottle. Equipment must remain in operating condition throughout the length of this injection program. Identification of maintenance issues and repairs are the responsibility of the applicator. **A higher PSI will be considered only after a field demonstration to justify the need.**

B. Period of Award

The completion date of providing the required product and services shall be *no later than 5:00 pm, July 31th, 2020*.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor(s) requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

C. Minimum Mandatory Qualifications of Offeror

- 1) Vendor(s) shall have a valid Commercial Pesticide Applicator's license from the State of Colorado. All pesticide applications shall have at least one crew member present that has a valid Qualified Supervisor (QS) or Certified Operator (CO) license with the Colorado Department of Agriculture. Vendor(s) must follow all Colorado Department of Agriculture rules and regulations.
- 2) Vendor(s) will be required to demonstrate knowledge and proficiency of the proposed product and application system.
- 3) All motor vehicles and other major equipment used for the injection work shall be clearly identified with the name of the business, per the *Colorado Pesticide Applicators' Act Rules and Regulations, Part 7*.
- 4) The Vendor(s) shall not employ persons for work on these services if such employee is a potential threat to the health, safety, security or general well-being of others. Personnel will be drug and alcohol free. The Vendor(s) shall ensure employees are properly trained and qualified to safely operate equipment before assigning employees to tasks that require use of the equipment. The Vendor(s) shall ensure employees have current, valid professional certifications to accomplish the services specified in this solicitation when necessary to comply with federal, state and local requirements or laws.

- 5) The Vendor(s) shall provide a supervisor who shall be responsible for the performance of the work. The name of this person shall be provided in writing to the project manager prior to the service start date. The supervisor shall have full authority to act for the Vendor on all matters relating to daily operation of the services.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. Official Means of Communication:

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries:

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: doug.clapp@greeleygov.com
Subject Line: RFP #FD20-02-023

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

D. Insurance: (Exhibit G)

The successful vendor(s) will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000. (this is required for professional design service type RFP's and will be removed on other professional type RFP's)

E. Modification or Withdrawal of Proposals:

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

G. Responsibility Determination:

The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards:

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies

have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

J. Confidential/Proprietary Information:

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

K. Acceptance of Proposal Content:

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFP Cancellation:

The City reserves the right to cancel this RFP at any time, without penalty.

M. Negotiation of Award:

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract: (Exhibit F)

A sample copy of the contract award the City will use to contract for the services specified in this RFP is included as Exhibit 2 for your review. The attached contract is only a sample and is not to be completed at this time.

O. RFP Response/Material Ownership:

All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

P. Incurring Costs:

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies:

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

R. Non-Discrimination:

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases:

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - a. He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes:

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds:

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

X. Standard of Conduct:

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance.

Y. Damages for Breach of Contract:

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Z. Other Statutes:

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

Offerors shall submit in a sealed package:

- 2 Hard Copies and One (1) complete copy of Proposal on a flash drive

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

The outside of the package will include the following information:

- Company Name
- RFP Number
- RFP Title
- Due Date and Time

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- C. Minimum Mandatory Qualifications.** Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.
- D. Company Information**

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

E. Evaluation Criterion #1 - Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) client organization name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
5. Provide previous experience and past performance, especially successful code updates in Colorado.
6. Understanding of the City's goals and innovation of approach.
7. List the names of the subcontractors you expect to use (if any), the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.
9. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 – Scope of Proposal

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.

Evaluation Criterion #3 – Cost

1. Provide a cost for the consulting services and products broken down per task listed under the *Scope of Services*, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project.

F. Proposal Acknowledgement & Debarment statement: (Exhibit A)

Include these forms as provided in Exhibit A.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed offers, committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

1. Company and Personnel Qualifications - 30 Points
2. Scope of Proposal - 20 Points
3. Cost - 50 Points

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

The City of Greeley awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

The City of Greeley's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

COOPERATIVE PURCHASING STATEMENT

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.

EXHIBIT A
PROPOSAL ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

Exhibit B
Formulation Specifications and Injection Sites

DBH	mL	# injection sites	DBH	mL	# injection sites
8	40	4	30	150	12
9	45	4	31	155	13
10	50	5	32	160	13
11	55	5	33	165	13
12	60	5	34	170	15
13	65	6	35	175	15
14	70	6	36	180	15
15	75	6	37	185	16
16	80	7	38	190	16
17	85	7	39	195	16
18	90	7	40	200	17
19	95	8	41	205	17
20	100	8	42	210	17
21	105	8	43	215	18
22	110	10	44	220	18
23	115	10	45	225	18
24	120	10	46	230	20
25	125	11	47	235	20
26	130	11	48	240	20
27	135	11	49	245	21
28	140	12	50	250	21
29	145	12	51	255	22

Exhibit C
Examples of daily work records

Address:				Date:
	Tree ID #	Diameter	ml	Comments
1	<i>Provided by Greeley Forestry</i>			

Address:				Date:
	Tree ID #	Diameter	ml	Comments
1	<i>Provided by Greeley Forestry</i>			
2	<i>Provided by Greeley Forestry</i>			

Address:				Date:
	Tree ID #	Diameter	ml	Comments
1	<i>Provided by Greeley Forestry</i>			
2	<i>Provided by Greeley Forestry</i>			
3	<i>Provided by Greeley Forestry</i>			

Exhibit D
Proposed Treatment Ranges

Ranges of total diameter based on applications received	Price Per Inch
Up to 2,500	
2,501 to 5,000	
5,001 to 7,500	
7,501 to 10,000	
10,000 to 12,500	
12,501 to 15,000	
15,000 +	

Exhibit E



EAB Administrative Rules

I. OBJECTIVE

To assist residents of the City of Greeley with identification and treatment of ash trees affected by the Emerald Ash Borer. This program seeks to treat roughly 3000 private residential ash trees total over the course of 3 years and extend that treatment control into the future based on the condition of each tree.

II. DEFINITIONS

"Ash Tree" means all species of the genus *Fraxinus*.

"Emerald Ash Borer" or "EAB" means the insect known as Emerald Ash Borer (*Agrilus planipennis* Fairmaire), in any stage of development.

"Participant" means an individual who owns property located in the City of Greeley and who has submitted an application for participation in the Program.

"Program" means the City of Greeley's Emerald Ash Borer Treatment Program wherein a vendor(s) selected by the City of Greeley will treat Ash Trees located on private property.

"Program Specifications" means an ash tree must be a minimum of 8 inches in diameter and have a condition rating of 60% or higher as determined by City of Greeley staff.

III. PROGRAM

A. APPLICATION

- i. City will enter into a contract with a State of Colorado Department of Agriculture licensed pesticide vendor(s) following City procurement policies.
- ii. City will accept applications for treatment to prevent the occurrence of Emerald Ash Borer ("EAB") in Ash Trees located on private property from City of Greeley residents ("the Program").
 1. Applications for the Program in 2020 will be taken beginning February 3rd and ending April 1st.
 2. Applications for the Program in 2021 and in all future years will be taken until October 1st.

3. For the 2021 treatment cycle, applications received after October 1st will be placed in the queue for the Program for the following year.
- iii. Applications for the Program will only be accepted for residential properties regardless of occupancy and located in the City. Applications may be only submitted by the property owner, HOA or property management company (Participant).
- iv. Participants may withdraw their application until April 1st and receive a refund of their payment. No refunds will be given for applications withdrawn after April 1st.

B. INSPECTION

- i. After an application is received, the City will arrange for an inspection of the Ash Trees located on the Participant's property.
 1. Measurement and condition inspections will be completed between April 1st and May 1st of 2020. Final condition inspections will take place between May 1st and June 1st.
 2. Inspections will be performed by City of Greeley staff or City of Greeley contractors.
 3. Ash trees located inside fenced backyards will be reviewed on an as needed/requested basis. The application for treatment of ash trees inside fenced backyards may be approved or denied based on the complexity of access involved at the property.
 4. Ash trees will be evaluated on a case-by-case basis and must meet Program Specifications.
- ii. Ash Trees to be treated will marked with a white "X" painted on the south side of the tree.
 1. Participants are directed not to remove the white "X". Ash Trees that are not marked with the white "X" at the time treatment is to be done will not be treated.

C. PAYMENT

- i. Participants will be billed by the City when the initial inspection is completed. The payment amount is calculated by the treatment rate multiplied by the total amount of inches in diameter of treatable ash trees plus any transaction fees.

- ii. Invoices must be paid prior to May 1st.
- iii. If an invoice is not paid prior to May 1st, treatment will not be completed and the application will be denied (excluding year 2020).
- iv. Final condition inspections will take place between May 1st and June 1st and are intended to discover tree decline suffered through the course of the winter. A refund will be issued to the Participant if a tree that was initially determined to be a successful candidate for treatment is evaluated in the final inspection and identified as having fallen below Program Specifications.

D. TREATMENT

- i. Treatment of Ash Trees will occur beginning June 15th and ending on July 31st of every year until the program is discontinued.
- ii. There is no limit on the number of Ash Trees that can be treated per property.
- iii. Trees to be treated must meet Program Specifications.

E. CONSENT AND WAIVER OF LIABILITY

- i. Each Participant must sign a consent and waiver of liability at the time the application is submitted.
- ii. By submitting an application, each Participant agrees that he/she has read and accepted these regulations.
- iii. By submitting an application, each Participant authorizes the representatives of the City of Greeley and its designated contractor to enter onto their property for the purpose of inspection a treatment of the selected Ash Trees.
- iv. Each Participant acknowledges that treatment of Ash Trees may be ineffective. Treatment is not guaranteed to eliminate the risk to Ash Trees from EAB or any other pest.
- v. The City is not responsible for damage to trees, property, or persons as the result of participation in the Program.
- vi. Each Participant specifically waives all claims that he/she may have now or in the future against the City of Greeley and its designated contractor in relation to the treatment of Ash Trees through this program.

TERMS AND CONDITIONS FOR SERVICES



Attention:

City of Greeley, Department/Division

, Greeley, CO 80631

Ph: 970-350- | Email:

Your quotation is requested for " " per the specifications attached. Questions regarding this quote may be directed to at 970-350- .

Interested respondents are requested to submit quotes prior to p.m. on to the address or email listed above.

SPECIFICATIONS

☐ No Pre-Quote Meeting or ☐ Pre-Quote Meeting on: at a.m. at (address)

The City of Greeley requires project completion on or before

Specifications/Scope of Work (SOW): The SOW is incorporated within the terms of this Contract. *(The department enters this information to ensure that all quotes are based on the same specifications. Ensure installation, start-up costs, training, delivery charges should be FOB the City of Greeley.*

CONTRACT FOR SERVICES

This Contract is entered into by and between the party identified on the quote for this Contract ("VENDOR"), and the CITY OF GREELEY, COLORADO acting by and through the department named on the Invitation to Quote for this Contract ("CITY") and collectively referred to as the "PARTIES." The PARTIES agree to the terms and conditions in this Contract.

ARTICLE 1. DEFINITIONS

CITY- the City of Greeley, Colorado and shall include its agents, officials, and employees.

CONTRACT – an enforceable Contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of CITY'S acceptance of VENDOR'S offer to provide goods and/or perform the work of the contract for the price stated therein.

SERVICES - the material, labor, and/or skills the professional consultant or other VENDOR is to provide to CITY by operation of the Contract.

VENDOR - any individual person or business entity to which the contract is issued and includes the Vendor's agents, servants, and employees.

ARTICLE 2. SERVICES AND PAYMENTS

- 2.1 VENDOR shall provide to CITY the services set out in the Statement of Work issued by the CITY (the "Services"). The VENDOR shall provide the Services:
- A. in accordance with the terms and subject to the conditions set forth in the Statement of Work and this Contract;
 - B. using personnel of required skill, experience, and qualifications;
 - C. in a timely, workmanlike, and professional manner;
 - D. in accordance with the highest professional standards in VENDOR'S field; and
 - E. to the reasonable satisfaction of CITY.
- 2.2 For the Services to be performed hereunder, CITY will pay to VENDOR those fees determined in accordance with VENDOR'S quote. Said fees will be payable within 30 days of receipt by CITY of an invoice from Service Provider accompanied by documentation reasonably requested by CITY evidencing all charges.
- 2.3 CITY certifies the following:
- A. An amount of money equal to or greater than the contract amount has been appropriated and budgeted for the Services.
 - B. No change order or additional Contract, which requires additional compensable work to be performed by the VENDOR, will be issued by CITY unless an amount of money has been appropriated and budgeted in an amount sufficient to compensate VENDOR for such additional compensable work.

ARTICLE 3. TERM AND TERMINATION

- 3.1 This Contract shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated.

- 3.2 CITY in its sole discretion, may terminate this Contract in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 days' prior written notice to Service Provider.
- 3.3 Either Party may terminate this Contract, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party breaches this Contract, and such breach is incapable of cure or is not cured within a reasonable time.

ARTICLE 4. PURCHASING ORDINANCE

This solicitation and contract are made in accordance with Chapter 4.20 of the Greeley Municipal Code, which law is incorporated by reference as if fully set forth herein.

ARTICLE 5. JURISDICTION AND COMPLIANCE WITH LAW

This Contract is executed and delivered and is intended to be performed in the State of Colorado. The laws of Colorado shall govern the interpretation and enforcement of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado. VENDOR will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws.

ARTICLE 6. INSURANCE

VENDOR shall procure, at his own expense, and maintain for the duration of any work, insurance coverage as set forth herein at all times during the term of this Contract. All insurance policies shall be issued by insurance companies approved to do business in the State of Colorado.

- 6.1 Workers' Compensation. Workers' compensation insurance as required by state statute, and employers' liability insurance covering all VENDOR'S employees acting within the course and scope of their employment.
- 6.2 General Liability. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
- A. \$1,000,000 each occurrence;
 - B. \$1,000,000 general aggregate;
 - C. \$1,000,000 products and completed operations aggregate.
- 6.3 Automobile Liability. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.6.4 Professional Liability Insurance.
- 6.4 Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
- A. \$1,000,000 each occurrence; and
 - B. \$1,000,000 general aggregate.
- 6.5 Additional Insured. CITY shall be named as additional insured on all required policies.
- 6.6 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.
- 6.7 Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 10 days prior notice to CITY.

- 6.8 Certificates. Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within seven Business Days following the Effective Date. No later than 15 days before the expiration date of VENDOR'S coverage, VENDOR shall deliver to the CITY certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the CITY, VENDOR shall, within seven Business Days following the request by the CITY, supply to the CITY evidence satisfactory to the CITY of compliance with the provisions of this Contract.

ARTICLE 7. INDEPENDENT CONTRACTOR

VENDOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of CITY. All persons engaged in any of the work, or services performed pursuant to this Contract shall, at all times and in all places, be subject to VENDOR'S sole direction, supervision and control. VENDOR shall exercise control over the means and manner, in which it and its employees perform the work and, in all respects, VENDOR'S relationship and the relationship of its employees to e CITY shall be that of an independent contractor and not as employees or agents of CITY. In the VENDOR'S capacity as an independent contractor, they are not eligible for City of Greeley Worker's Compensation coverage.

ARTICLE 8. APPROVAL OF SERVICES

The authorized representative of CITY shall be allowed to inspect the services performed and the work product offered by VENDOR at all times. VENDOR shall provide safe, convenient and proper facilities for inspection of such work product.

ARTICLE 9. CHANGES IN THE WORK

CITY, without invalidating the contract, may order additional services, and make any other reasonably related changes to the contract by altering, adding to, or deducting from services required. The price and time for completion of the services may be adjusted accordingly by mutual Contract in writing.

ARTICLE 10. DEDUCTION FOR NONCONFORMING SERVICES

If CITY deems the services deficient or inefficient and determines that modification or correction of the services is inexpedient, CITY shall make an equitable reduction of the price therefore.

ARTICLE 11. CITY'S RIGHT TO TAKE OVER THE WORK

If VENDOR should fail to provide the services properly and diligently, or default in performance of any provision of the Contract and of collateral documents, CITY, after written notice to VENDOR and his surety (if any) may, without prejudice to any other remedy CITY may have, dismiss VENDOR and complete the work or hire other service providers and may deduct the cost of so doing from any unpaid balance of the price due or to become due to VENDOR. If the cost of completing the services is in excess of the unpaid balance of the price, VENDOR shall reimburse CITY the cost of such excess, which CITY has paid or will pay. CITY shall have a cause of action at law for the amount of such excess and all costs of prosecution of such action, including attorney's fees.

ARTICLE 12. CITY'S RIGHT TO SUSPEND VENDOR'S PERFORMANCE

For good and sufficient cause, such as (i) unsuitable services, (ii) improper superintendence, (iii) VENDOR'S failure to carry out any reasonable order or to perform any provision of the Contract and collateral documents, (iv) any other circumstance unfavorable for the prosecution of the work, of (v) CITY shall have the right to suspend the VENDOR'S performance of the services for CITY'S convenience. Notice of such suspension shall be in writing. VENDOR shall resume performance of the work promptly when so notified to resume in writing.

ARTICLE 13. RIGHT TO BAR PERSONS FROM THE WORK AND SITE

CITY reserves the right to bar any person, including employees of VENDOR and Subcontractors, from CITY'S work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on CITY'S work site. No increase in contract time or price is authorized.

ARTICLE 14. ACCEPTANCE AND FINAL PAYMENT

Within a reasonable time after the VENDOR'S completion of the services, CITY will review the final work product to determine whether the services have been completed in accordance with the Contract and collateral documents. When the owner indicates approval and acceptance of the services, the VENDOR may requisition final payment, including retainage, if any, on account of the Contract price.

ARTICLE 15. GUARANTY AND WARRANTIES

VENDOR shall furnish CITY with a written guarantee for one (1) year covering all performance standards, labor, materials, and workmanship incorporated in the services performed. VENDOR, in instances of services performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to CITY upon completion of the services. Such warranties will in nowise lessen VENDOR'S responsibilities under the Contract documents. Whenever warranties or guarantees are required by the specifications for a period longer than one (1) year, such longer period shall govern.

ARTICLE 16. TABOR

The parties understand and acknowledge that each party is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Contract to the contrary, all payment obligations of CITY are expressly dependent and conditioned upon the continuing availability of funds beyond the term of CITY'S current fiscal period ending upon the next succeeding December 31. Financial obligations of CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of CITY and applicable law. Upon the failure to appropriate such funds, this Contract shall be deemed terminated.

ARTICLE 17. DISPUTES

Any dispute arising under this contract, which is not disposed of by Contract, shall be decided by CITY, who shall reduce its decision to writing and furnish a copy thereof to VENDOR. The decision of CITY shall be final. Pending final decision of a dispute hereunder, VENDOR shall proceed diligently with the performance of this contract.

ARTICLE 18. REMEDIES

- 18.1 The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in this Contract.
- 18.2 The parties agree that irreparable damage would occur if any provision of this Contract were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

ARTICLE 19. INDEMNIFICATION

VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the VENDOR, or VENDOR'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence.

ARTICLE 20. PUBLIC CONTRACTS FOR SERVICES

20.1 This Article shall apply if this contract is a Public Contract for Services as defined in C.R.S. §§ 8-17.5-101, et seq. VENDOR shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.2 VENDOR shall not knowingly contract with a subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Contract or (ii) fails to certify to the VENDOR that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.3 VENDOR has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

20.4 VENDOR shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing work under this Contract.

20.5 If VENDOR obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the VENDOR shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- A. notify the subcontractor and CITY within three days that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. terminate the subcontract with the subcontractor if, within three days of receiving notice that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien; except that VENDOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

20.6 VENDOR will comply with any reasonable request by the Colorado Department of Labor made in the course of an investigation that the Department is undertaking with regard to this Contract.

ARTICLE 21. PUBLIC CONTRACTS WITH NATURAL PERSONS

VENDOR, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply

with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

ARTICLE 22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same document. This Contract, including all component parts, may be executed and delivered by electronic signature by any of the PARTIES and all PARTIES consent to the use of electronic signatures.

ARTICLE 23. AUTHORITY TO BIND

Each individual signing this Contract directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding Contract on behalf of such Party with respect to the matters concerned herein and as stated herein.

ARTICLE 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS

This Contract shall not be assignable by either party without the other party's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

ARTICLE 25. NO THIRD PARTY BENEFICIARIES

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

ARTICLE 26. SEVERABILITY

If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 27. VENUE AND GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado.

ARTICLE 28. COLORADO LABOR

In accordance with C.R.S. §8-17-101, all parties contracting with the City of Greeley on public works projects shall employ Colorado labor to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this project.

QUOTE

Pricing for this quote must include all labor, materials, delivery and the means to complete this project as required.

Services Contract Price:

(attach an itemized fee schedule of title, hours and rates associated with vendor employees expected to perform the work as **Exhibit A**)

This quote may be awarded to one or multiple vendors as deemed in the best interest of the City of Greeley.

By submitting a quote you acknowledge that you understand and will comply with all terms and conditions set forth in the Contract associated with this Invitation for Quote. Signing this quote evidences your intent to be bound by the terms of the Contract.

By submitting this quote you further certify that this quote is made without prior understanding, Contract or connection with any business or person submitting a competitive quote and without prior commitment or influence from any person or department from the City of Greeley for this same material or service: and therefore, is in all respects fair and without collusion or fraud. Collusive quoting is a violation of State and Federal law and can result in fines, imprisonment, and civil damages. Quotes received without this signed statement will be deemed non-responsive.

Be advised that price will not be the only criteria of award; vendor performance and service history with the City of Greeley will also be considered.

Payment will be made to the vendor submitting pricing for this quote unless otherwise noted. It is the responsibility of the vendor to inform the City of Greeley of this information prior to a purchase order being processed. If this information is not made available to the City of Greeley prior to this time, it is the responsibility of the vendor submitting this quote to issue payment to another party.

Invoices for services will be submitted with an itemized list that includes both hours and rates for each individual involved in the service delivery.

Thank you for submitting a competitive quote to the City of Greeley.

DUNS NUMBER: _____

VENDOR NAME _____

AUTHORIZED SIGNATURE _____

PRINT AUTHORIZED SIGNATURE _____

EMAIL ADDRESS _____

PHONE NUMBER _____ DATE _____

FOR CITY USE ONLY

DEPARTMENT SIGNATURE _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED Sample Certificate	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Financial Rating of A		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER

CANCELLATION

City of Greeley 1000 10th St Greeley, CO 80631-3808	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE