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**CITY OF GREELEY  
Purchasing**

**Request for Proposal  
RFP #FD21-06-141**

**Pest Control Services**

**for**

**Public Works Department**

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**REQUEST FOR PROPOSALS (RFP)**  
**RFP #FD21-06-141**

Procurement Contact: Linda Ingram  
Email Address: [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com)  
Telephone Number: 970-350-9792

**Proposals must be received no later than:**

**July 22, 2021, before 2:00 p.m.** local time

*Proposals received after this date and time will not be considered for award.*

Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Submit your RFP response to this email only –please do not email to multiple people. Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

<b>Schedule of Events (subject to change)</b>	<b>All times are given in local Colorado time</b>
RFP Issued	June 29, 2021
Inquiry Deadline	July 12, 2021 by 4:00pm
Final Addendum Issued	July 15, 2021
Proposal Due Date and Time	Before 2:00pm MST – July 22, 2021
Interviews (tentative)	Week of 7/26/21
Notice of Award (tentative)	Week of 8/2/21

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## **EXHIBITS**

<b>Exhibit</b>	<b>Title</b>
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form

***"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. **All provisions of any contract resulting from this request for proposal will be public information.**"***

## **SECTION I. BACKGROUND, OVERVIEW, AND GOALS**

### **A. Background**

The City of Greeley has over 29 buildings that we will need monthly, seasonal, and custom treatments as needed.

### **B. Overview**

To provide the City of Greeley with cost for pest control.

### **C. Goals**

To have a reliable contractor for pest control with the least amount of disruption to City of Greeley employees and citizens.

## **SECTION II. STATEMENT OF WORK**

### **A. Scope of Services**

To enter into a renewable contract with one responsive and responsible company to provide Pest Control Services for the City of Greeley per the attached schedule. Pricing will be in effect through December 31, 2021 with 4 annually renewable options. All work shall be performed in a manner, which causes the least amount of disruption to City of Greeley employees and citizens visiting City of Greeley facilities.

The successful bidder must be licensed to use the proper chemicals and to perform the proper procedures for each specific type of pest. All treatments will be performed during regular working/open times. A list of authorized contact people per area will be made available to the successful bidder. The person or their designee must sign verifying the treatment has been administered. Monthly billings listing the treatments and charges are a requirement of this bid. This information will be sent to Janet Timko at Facilities Management monthly.

### **B. Period of Award**

The completion date of providing the required product and services shall be August 1, 2022. At the Sole option of the City of Greeley may renew the contract for up to (4) additional one year periods.

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 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 Offer or**

Submit current copies of certifications and licenses your company holds for Pest Control.

## **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](http://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: [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com)  
Subject Line: RFP #FD21-06-141

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 3)**

The successful contractor 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.

**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 2)**

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
  - b) 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.

**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.

Instructions for electronic submittal. Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Submit your RFP response to this email only – please do not email to multiple people. Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or Posted addenda.

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.

## 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 - e.g., 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) company 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. 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 – e.g., Approach to Scope of Work**

- 1. Describe any approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
- 2. Describe how you will handle quality control.

### **Evaluation Criterion #3 - Value/Cost of Efforts**

- 1. The criteria to be used for this RFP will price and references for like work. References must include contact person's name, phone number and email address. Vendors should submit a minimum of three references. Proposals submitted without all reference information can be

deemed non-responsive and not accepted. Please see attached sheets.

**F. Proposal Acknowledgement: (Exhibit 1)**

Include this form as provided in Exhibit 1.

**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 offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. [Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP.](#) 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. Personnel Qualifications - 35 Points
2. Approach to Scope of Work - 25 Points
3. Value/Cost of Efforts - 40 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.

## BUILDING SQUARE FOOTAGE

FACILITY	ADDRESS	SQFT
City Hall	1000 10th Street	26,545
City Center North	1100 10th Street	29,141
Public Works	1001 9th Avenue	15,000
City Center South	1001 11th Ave	47,060
Fire Station #1	1155 10th Avenue	24,000
Fire Station # 2	2323 Reservoir Road	12,381
Fire Station # 3	150 35th Avenue	11,500
Fire Station # 4	21911st Avenue	6,273
Fire Station # 5	4701 24th Street	9,196
Fire Station # 6	10603 20th St.	18,471
Fire Station # 7	6623 W. 10th Street	8,833
Streets	1203 3rd Street	9,682
Police Headquarters	2875 W. 10th Street	49,922
Police HQ Secondary Bldg	810 30th Ave.	26,450
Police HQ JAC Bldg	2835 W. 10th Street	4,069
<b>SERVICE CENTER:</b>		
Transit Facility "GET" and Equipment Maintenance	1300 A Street, Bldg A	29,153
Facilities Maintenance Fleet/Equip Maintenance	1300 A Street, Bldg B 1300 A Street, BldQ C	6,309
		5,834
Transportation Services	1300 A Street, Bldgs D, E, F, G 1300 A Street, Bldg H	11,045
		5,023
Water Shop	1300 A Street, Bldg I	4,904
Water Shop	1300 A Street, Bldg J	2,926
Water Shop	1300 A Street, BldQ L	6,015
Facilities Storage	1300 A Street, Bldg M	4,653
Finance Storage	1300 A Street, Bldg N	1,145
Streets Storage	1300 A Street, BldQ O	543
<b>CPRD:</b>		
Union Colony Civic Center	701 10th Avenue	79,107
Recreation Center	651 10th Avenue	131,660
Senior Center	1010 6th Street	31,470
Rodarte Center	920 A Street	21,000
Ice Haus	900 8th Avenue	54,322
Greeley History Museum	714 8th Street	32,494
Family Fun Plex	1501 65th Avenue	66,052
Plumb Farm	4001 W. 10th Street	2,000
Meeker Museum	1324 9th Avenue	1,582
Centennial Village	1475 A Street	32,852
Discovery Bay	715 E. 24th Street	3,990
Centennial Pool	2315 Reservoir Road	20,292
	<b>TOTAL SQUARE FEET</b>	<b>852,894</b>

Call Janet 970-590-8441 or Dan 970-539-6233

## PEST CONTROL FOR CITY OF GREELEY

The following buildings/areas will be treated for Ants, Earwigs, Centipedes, Millipedes, Rolly Polly, Spiders, Silver Fish and Mice  
(Wasps as Needed)

LOCATION	ADDRESS	TYPE OF SERVICE	PRICE PER TREATMENT	COST PER YEAR
Police Headquarters	2875 W 10th Street	Monthly		
Police HQ Secondary Building	810 30th Avenue	Monthly		
Police HQ JAC Bldg	2835 W 10th Street	Monthly		
Union Colony Civic Center	701 10th Avenue	Monthly		
Recreation Center	651 10th Avenue	Monthly		
Active Adult Center	1010 6th Street	Monthly		
Leisure Center/Fun Plex	1501 65th Avenue	Monthly		
Service Center	1300 "A" Street - Bldgs A thru O	Monthly		
City Hall	1000 10th Street	Monthly		
Fire Station # 3	150 35th Avenue	Monthly		
Ice Haus	900 8th Street	Monthly		
Streets	1203 3rd Street	Monthly		
Fire Station # 7	6623 W. 10th Street	Monthly		
City Center North	1100 10th Street	Every Other Month		
Public Works	1001 9th Avenue	Every Other Month		
Rodarte Center	920 "A" Street	Every Other Month		
Fire Station # 4	2191 1st Avenue	Every Other Month		
Western Hills	1731 Cedar Avenue	Every Other Month		
Fire Station # 2	2323 Reservoir Road	Every Other Month		
Fire Station #6	10603 20th St.	Every Other Month		
Fire Station #1	1155 10th Ave.	Every Other Month		
Fire Station # 5	4701 24th Street	Every Other Month		

The following areas will be treated for Spiders (Wasps as Needed)

LOCATION	ADDRESS	TYPE OF SERVICE	PRICE PER TREATMENT	COST PER YEAR
Centennial Pool	2301 Reservoir Road	Monthly April - August		
Discovery Bay	715 E 24th Street	Monthly April - August		
VENDOR NAME _____				

## PEST CONTROL FOR CITY OF GREELEY

The following will be priced per treatment and will be ordered as needed for various buildings/areas within the City of Greeley.

LOCATION	ADDRESS	TYPE OF SERVICE	PRICE PER TREATMENT	COST PER YEAR
In Season Millers	To Be Determined	To Be Determined		NA
Wasps	To Be Determined	To Be Determined		NA
Bird Baiting	To Be Determined	Monthly		NA
Bird Baiting - Setup Fee	To Be Determined	One-Time		NA
Bait Stations	To Be Determined	To Be Determined	Price Each \$	NA
Interior Traps	To Be Determined	To Be Determined	Price Each \$	NA

## PEST CONTROL FOR CITY OF GREELEY MUSEUMS

The following areas for custom treatments will be priced for each location per the attached specifications.

LOCATION	ADDRESS	TYPE OF SERVICE	PRICE PER TREATMENT	COST PER YEAR
Plumb Farm House	4001 10th Street	Monthly		
Centennial Village	1475 "A" Street	Monthly		
Greeley History Museum	714 8th Street	Monthly		
Meeker House	1324 9th Avenue	Monthly		

**CUSTOM TREATMENTS**  
**SPECIFICATIONS FOR MUSEUMS, INCLUDING GREELEY HISTORY MUSEUM, PLUMB**  
**FARM, CENTENNIAL VILLAGE & MEEKER HOUSE**

Pests:

The following are the specific insects to be disposed of, with their common name and their Latin name:

Black carpet beetle *Attagenus unicolor*  
Furniture carpet beetle *Anthrenus flavipes*  
Varied carpet beetle *Anthrenus verbasci*  
Casemaking clothes moth *Tinea pellionella*  
Webbing clothes moth *Tineola bisselliella*  
Hide beetle *Dermestes maculatus*  
Odd beetle *Thylodrias contactus*  
Brown house moth *Hofmannophila pseudospretella*  
Cigarette beetle *Lasioderma serricorne*  
Drugstore beetle *Stegobium paniceum*  
Furniture beetle *Anobium punctatum*  
True powderpost beetle *Lyctus sp.*  
Drywood termite *Incisitermes sp., or Kaloterme sp.*  
Old house borer *Hylotrupes bajulus*  
Larder beetle *Dermestes lardarius*  
Firebrat *Thermobia domestica*  
Silverfish *Lepisma saccharina*  
Booklice *Liposcelis sp.*  
Cabinet beetle *Trogoderma ornatum*  
American cockroach *Periplaneta Americana*  
Oriental cockroach *Blatta orientalis*  
Blow fly *Calliphoridae*

Required Services:

- Insect traps are strategically located throughout the museum sites. Pest control service will be responsible for changing, checking, maintaining and replacing traps monthly.
- Traps should be small tent-shaped sticky traps, not glue boards designed for rodents. Example: Trapper Monitor & Insect Trap.
- Trap locations should be noted by pest control company so that they can be easily located each visit.
- Traps with more than 5 individual captured insects or excessive debris must be replaced during monthly visit. Museum staff contact decision rules if there is a disagreement over replacement.
- Unknown or small insects that are found in traps should be identified by an entomologist or other expert and reported to the museum contact if they are determined to be any of the above listed insects.
- Types, stage (larvae, adult, etc.), numbers and location of insects found (those listed above) should be reported to the museum staff contact.



- Advice should be given for the recommended treatment and/or increased monitoring (added traps or additional checking of traps), if any, for any outbreak.
- Treatment to indoor museum locations must be pre-approved and escorted by the museum Curator of Collections or designee.
- Material Safety Data Sheets must be submitted of all chemicals proposed for treatments.

Museum staff contacts (in order of preference):

Sarah Saxe, Museum Manager, 970-350-9218

Katie Ross, Curator of Collections, 970-350-9519

**EXHIBIT 1  
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

**EXHIBIT 2**  
**SAMPLE CONTRACT**



## **CONTRACT FOR SERVICES**

This Contract is entered into by and between the party identified on the quote for this Contract ("CONSULTANT"), 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 that is written evidence of CITY'S acceptance of CONSULTANT'S offer to provide services subject to the contract for the price stated therein.

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

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

### **ARTICLE 2. SERVICES AND PAYMENTS**

2.1 CONSULTANT shall provide to CITY the services set out in the Statement of Work issued by the CITY (the "Services"). The CONSULTANT 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 accordance with the highest professional standards in CONSULTANT'S field; and
- D. to the reasonable satisfaction of CITY.

2.2 For the Services to be performed hereunder, CITY will pay to CONSULTANT those fees determined in accordance with CONSULTANT'S fee for professional services. 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 CONSULTANT, will be issued by CITY unless an amount of money has been appropriated and budgeted in an amount sufficient to compensate CONSULTANT 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. CONSULTANT will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws.

### **ARTICLE 6. INSURANCE**

CONSULTANT 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 CONSULTANT'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 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 CONSULTANT'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 CONSULTANT'S coverage, CONSULTANT 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, CONSULTANT 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**

CONSULTANT 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 CONSULTANT'S sole direction, supervision and control. CONSULTANT shall exercise control over the means and manner, in which it and its employees perform the work and, in all respects, CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of CITY. In the CONSULTANT'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 CONSULTANT at all times. CONSULTANT 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 CONSULTANT 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 CONSULTANT and his surety (if any) may, without prejudice to any other remedy CITY may have, dismiss CONSULTANT 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 CONSULTANT. If the cost of completing the services is in excess of the unpaid balance of the price, CONSULTANT 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 CONSULTANT'S PERFORMANCE**

For good and sufficient cause, such as (i) unsuitable services, (ii) improper superintendence, (iii) CONSULTANT'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, or (v) CITY shall have the right to suspend the CONSULTANT'S performance of the services for CITY'S convenience. Notice of such suspension shall be in writing. CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The decision of CITY shall be final. Pending final decision of a dispute hereunder, CONSULTANT 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**

CONSULTANT 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 CONSULTANT, 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 CONSULTANT. If CONSULTANT 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 CONSULTANT, or CONSULTANT'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between CONSULTANT and CITY. CONSULTANT'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. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.2 CONSULTANT 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 CONSULTANT that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.3 CONSULTANT 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 CONSULTANT 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 CONSULTANT obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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**

CONSULTANT, 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.

## **ARTICLE 29. FORCE MAJEURE**

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

\_\_\_\_\_  
City Manager-Roy Otto

\_\_\_\_\_  
By

\_\_\_\_\_  
Reviewed as to Legal Form

\_\_\_\_\_  
Title

OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Director of Finance-John Karner

## CONTRACT RENEWAL AGREEMENT

CONTRACT #FXXX-XX-XXX - SERVICES

**This Contract Renewal Agreement (the "Agreement")** is made on \_\_\_\_\_, by and between the City of Greeley (the "City"), and Vendor (the "Contractor"), and amends the \_\_\_\_\_ Services Contract dated **Month XX, 20XX** (the "Initial Agreement").

### STATEMENT OF PURPOSE:

The purpose of the Agreement is to amend the term of the Initial Agreement previously entered into by the parties, and specifically identified by the Contract number set forth above, so the parties may continue to enjoy the mutual benefits of the Initial Agreement.

### STATEMENT OF AGREEMENT:

The City and Contractor, for good and valuable consideration, agree to amend their Initial Agreement as follows:

1. The term of the Initial Agreement is extended for the period of time commencing the **XX** day of **Month**, 20**XX**, and continuing to and including the **XX** day of **Month**, 20**XX**.
2. Except as set forth in this Agreement, the Initial Agreement is unmodified and remains in full force and effect according to its terms.
3. Upon execution of this Agreement, it shall be incorporated fully into the Initial Agreement.
4. This Agreement 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. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

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

\_\_\_\_\_  
City Manager-Roy Otto

\_\_\_\_\_  
Print Name

Reviewed as to Legal Form  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Director of Finance-John Karner