

CITY OF CRAIG
REQUEST FOR PROPOSALS
CITY OF CRAIG OPEN SPACE, RIGHT OF WAY AND FACILITIES WEED
SPAYING SERVICES

The City of Craig, Colorado is now accepting proposals to spray weeds throughout the city limits on city owned properties and right of ways. This will be a 3 year agreement expiring December 31, 2021.

Please submit proposals by 9 am, April 19, 2019 to:

City of Craig
Weed Spraying Proposals
300 W. 4th St.
Craig, CO. 81625
Attention: Liz White

SCOPE OF SERVICES

General Conditions:

1. The City of Craig is a tax-exempt municipality, with all goods quoted FOB Craig.
2. Provide proof of liability insurance (750,000 per incident- 1,500,000 aggregate).
3. Project completion to the City of Craig shall be determined before any proposal is formally accepted.
4. All bids or proposals will be based on those services described within the general specifications.
5. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Consultants/Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.
 - a. Consultant/Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien and that Consultant/Contractor has participated or attempted to participate in the basic pilot employment verification program as defined in C.R.S. § 8-17.5-101(1) (“Program”) in order to verify that it does not employ illegal aliens.
 - b. Consultant/Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract

with a subcontractor that fails to certify to Consultant/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

- c. Consultant/Contractor hereby certifies that it has verified or attempted to verify through participation in the Program that Consultant/Contractor does not employ any illegal aliens and, if Consultant/Contractor is not accepted into the Program prior to entering into this Agreement, that Consultant/Contractor shall apply to participate in the Program every three (3) months until Consultant/Contractor is accepted or this Agreement has been completed, whichever is earlier.
 - d. Consultant/Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - e. If Consultant/Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant/Contractor shall be required to:
 - (i) notify the subcontractor and the City within three (3) days that Consultant/Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant/Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - f. Consultant/Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Article 17.5.
 - g. If Consultant/Contractor violate this paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant/Contractor shall be liable for actual and consequential damages.
6. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City.

The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.

7. The City of Craig, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

Minimum Requirements

- Provide a brief description of your company.
- Include information and a minimum of three references regarding your company's experience.
- Provide proof of liability insurance (750,000 per incident- 1,500,000 aggregate).
- Contractor will invoice the City of Craig every other Monday (2 week increments) after services have been performed.
- The contract will expire on December 31st, 2021.

Weed Spraying Schedule

- Weed spraying may begin in April dependent on weather and growing conditions and may be required occasionally throughout the summer.

Affected Areas

- City owned open space, parks, right of ways and maintenance areas will be identified on city provided maps. Those areas can be verified by interested parties by self-guided tours and city staff can be available by appointment by calling Alicia Baker at (970) 826-2029.
- Additional affected areas may be added to the maps at the discretion of the City of Craig representatives.

Proposal Selection

- In addition to price the following criteria will be considered:
- Adequate staffing to perform the work specified.
- Relevant experience.
- References.

Scope of Services

- Developed parks will be treated with a broadleaf herbicide approved for use on turf grass. Pesticide flags (yellow) are posted during applications. During an application, the contractor will place pesticide flags at the entrances and around the area being sprayed. The purpose of this is to try and eliminate public contact with the herbicide when it is still wet. Once the sprayed plant material is dry it is safe to re-enter the area and the flags will be removed. All herbicides used in by the contractor should be considered safe once dry.
- Previously identified properties including right of ways, shop and maintenance areas and baseball field warning tracks will be treated with a bare ground application.
- Right of ways and open space will be treated with a broadleaf herbicide that will not affect natural growing grasses. These areas will be spot sprayed whenever possible. Broadcast spraying will only be used when an infestation is too large to be treated effectively.
- Product labels are referenced and present with applicators in the field.

BID/PROPOSAL FORM

The signer of this proposal declares and agrees:

- A. That he/she has received and examined the proposal specifications and is cognizant of the service requirements.
- B. That if this proposal is accepted, he/she will contract to furnish and deliver the required services as specified.
- C. That the proposal price is for services completely, as specified.
- D. That the City of Craig reserves the right to reject any or all proposals, re-advertise or negotiate any proposal, and determine what contractors and services are the best for the City which may not necessarily be the lowest proposal.
- E. The City of Craig reserves the right to terminate this agreement at any time if, in the opinion of the City, the contractor is not providing adequate service under the contract. Additionally, the City may terminate the agreement for any reason with or without cause upon giving the contractor thirty days written notice of intent to terminate the agreement.

Minimum Requirements (may attach additional information)

- Provide a brief description of your company. _____

- Include information and a minimum of three references regarding your company's experience. _____

- Provide proof of liability insurance (\$750,000 per incident/\$1,500,000 aggregate).
 Yes _____ No _____
- Provide the following:

Turf Grass per acre	\$ _____
Turf Grass Application per hour	\$ _____
Bare Ground per acre	\$ _____
Bare Ground Application per hour	\$ _____
Open Space per acre	\$ _____
Open Space Application per hour	\$ _____

BID/PROPOSAL FORM CONT.

A Contract between the City of Craig and the selected Contractor, incorporating this Request for Proposals, will be executed by the Parties before the Contractor begins work, and will expire on December 31st, 2021.

Name:

Address:

Phone:

Officer's Signature:

Title:

_____ Date _____