



CONTRACT RENEWAL

#5586-25-KN

Date: January 27, 2025

Supplier: Rainbow Ecoscience

Project: 1st Year Contract Renewal – Forestry Chemicals & Treatments

Congratulations, you have been awarded the 1st year renewal option for contract #5586-25-KN **Forestry Chemicals & Treatments**, dated January 27, 2025.

The Firm shall provide to City of Grand Junction the products set forth in the Contract Documents (Purchase Order) dated March 6, 2024, for Solicitation No. IFB-5380-24-KH for Forestry Chemicals & Treatments, for Urban Tree Treatments for the unit prices listed below. This renewal shall cover the entire 2025 calendar year.

- Mectinite (Active ingredient: 4% liquid emamectin benzoate) - **\$379.00 / Quart**
- Xytect (Active ingredient: Imidacloprid 21.4%) - **\$109.03 / Gallon**
- Transtect (Active ingredient: Dinotefuran 70%) - **\$375.15 / 20 water soluble packets**
- Lepitect (Active ingredient: Acephate 97.4%) - **\$72.75 / 10 oz pouch**

Upon receipt of the fully signed contract renewal, please notify Rob Davis, City Forester / Open Space Supervisor at (970) 254-3825 for product ordering.

CITY OF GRAND JUNCTION, COLORADO

Signed by:



Kassy Nelson, Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Rainbow Ecoscience

By:

Signed by:


Hannah Hampton

Title:

Technical Advisor

Date:

1/27/2025



Purchase Order
No. 2024-00000148

DATE 03/06/2024

Ph. (970) 244-1546

Fax

Ship To
City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Vendor
VENDOR NO. 7920
Rainbow Treecare Scientific Advancements
PO Box 778728
Chicago, IL 60677-8722

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY
FREIGHT TERMS FOB Dest, Frght Prepaid .Allow
Payment Terms: Net 30 Days
Buyer Name: Kassandra Hackett
Buyer Email: kassyh@gjcity.org

Award for IFB-5380-24-KH (Category 1: Urban Tree Treatments)

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	CONTRACT SERVICES - Urban Forestry Chemicals 100-710-385-250.6145_01 - Chemical/Fertilizers_Chemicals 43,000.00	43,000.0000	\$43,000.00
PURCHASE ORDER TOTAL				\$43,000.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By:



Purchasing Division

Invitation for Bid

IFB-5380-24-KH

Forestry Chemicals & Treatments

Responses Due:

February 22, 2024, prior to 1:00 PM Local Time

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-
Purchasing www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:

Kassy Hackett, Buyer

kassyh@gjcity.org

Phone (970) 244-1546

NOTE: Solicitation opening will be held virtually.
See Section 1.7 for details.

Invitation for Bids

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1. Instructions to Bidders

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/Work being solicited.

1.1. A.D.A Document Compliance Requirements: All work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

1.2. Issuing Office: This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Kassy Hackett, Buyer
kassyh@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent assigned to the project or Purchasing Division. Other communication may result in disqualification.

1.3. Purpose: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide and deliver **forestry chemical and treatments**. All specifications and scope of work should be verified by Bidders prior to submission of bids.

1.4. The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.

1.5. Compliance: All Firms, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Firm(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.

1.6. Procurement Process: The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.

- 1.7. **Submission:** *Each bid shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado).* *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Solicitation Opening, Forestry Chemicals & Treatments IFB-5380-24-KH
Feb 22, 2024, 1:00 – 1:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/241189933>

You can also dial in using your phone.
Access Code: 241-189-933
United States: +1 (571) 317-3122
- One-touch: tel:+15713173122,,241189933#

Join from a video-conferencing room or system.
Meeting ID: 241-189-933
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 241189933@67.217.95.2 or 67.217.95.2##241189933

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

- 1.8. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.

A bid must be firm and valid for award and may not be withdrawn or cancelled by the Firm for sixty (60) days following the submittal deadline date, and only prior to award.

- 1.9. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and should give the amounts both in words and in figures and must be signed and acknowledged by the bidder.

The Firm shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Firm, Firm’s choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Firm's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Firm's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

1.10. Exclusions: No oral, telephonic, emailed, or facsimile bid will be considered

1.11. Contract Documents: The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids>.

1.12. Examination of Specifications: Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Firm shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;

- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.
- 1.13. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.14. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <https://www.gjcity.org/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.15. Taxes:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16. Sales and Use Taxes:** The Firm and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.17. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Firm taking exception to the specifications does so at the Firm's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Firm must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Firm has not taken exceptions, and if awarded a Contract shall hold the Firm responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.19. Collusion Clause:** Each Offeror by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future bids for the same service or commodities for participants in such collusion.
- 1.20. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project bid upon and that it has the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

1.21. Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

1.22. Public Opening: Bids shall be opened in a virtual meeting immediately following the bid deadline. Offerors, its representatives and interested persons may be present. Only the name(s) and business address of the Offeror(s) will be disclosed.

2. General Contract Conditions

2.1. The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, Work and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It's not to be used on any other project.

- 2.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 2.4. Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty:** The Firm warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the City may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Firm's expense.
- 2.6. Indemnification:** Firm shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, sub-Firm or supplier in the execution of, or performance under, any Contract which may result from bid award. Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.7. Miscellaneous Conditions:** Material Availability: Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that Work performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Work does not conform to OSHA standards, the Owner may require the Work to be redone at no additional expense to the Owner.
- 2.8. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of product/material receipt. The date of commencement of the Contract is the date established in the Contract Documents.

- 2.9. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of Work in the applicable community. The Work to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.10. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect itself from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.13. Assignment:** The Firm shall not sell, assign, transfer or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.14. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.15. Compliance with Laws:** Responses must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Service(s) for and on behalf of the public. Firm hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- 2.16. Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after Contract award. “**Proprietary or Confidential Information**” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “**Confidential Disclosure**” and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire bid, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Invitation for Bid.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Firm, agrees to:
- 2.19.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.19.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, that the Firm is an Equal Opportunity Employer.
 - 2.19.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ Service(s)er without authorization Work or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.21. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.22. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Work from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Work and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.23. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.24. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.
- 2.25. Independent Firm:** The Firm shall be legally considered an independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Service(s)ers' Compensation, normally provided by the Owner for its employees.
- 2.26. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Firm to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.28. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Firm for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.29. Remedies:** The Firm and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.30. Governing Law:** Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.31. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Solicitation are the responsibility of the Firm and cannot be charged to the Owner.
- 2.32. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.33. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.34. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions, and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place its own awards on its respective Contract/Purchase Orders through its Purchasing Office or use its Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate its specific delivery and invoicing instructions.
- 2.35. Definitions:**
- 2.35.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.35.2.** "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative. Based on such observations and the Firm's Application for Payment, the City will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will

have authority to require the Firm to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can be then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Firm, and sub-Firm, or any of its agents or employees, or any other persons performing any of the Service(s).

2.35.3. “Firm” is the person, organization, firm, or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence Work without clarifying Drawings, Specifications, or Interpretations.

2.35.4. “Sub-Contractor” is a person or organization who has a direct Contract with the Firm to perform any of the work at the site. The term sub-contractor is referred to throughout the Contract documents and means a sub-contractor or its authorized representative.

3. Specifications and Special Conditions & Provisions

3.1. General: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide and deliver the following **forestry chemical and treatments**.

Delivery costs of the product to the City of Grand Junction must be included in the bid price.

It is the intent of the City to Award Firm(s) by Category, although the City reserves the right to make award(s) in the best interest of the City.

3.2. Specifications:

2024 City of Grand Junction Plant Health Care Chemical Products

Products being proposed in this bid must not be restricted use formulations in Colorado.

Bids for urban forestry treatments must be product / brand specific.

Bids for Japanese beetle and vegetation management treatments must be a product / brand that has active ingredients as close to listed percentages as possible.

Urban Forestry Tree Treatments

The following urban forestry products must be bid as product / brand name listed below.

- Product name: **Mectinite**
 - Active ingredient: 4% liquid emamectin benzoate
 - Preference will be given towards solutions containing lowest signal word (i.e. “Caution” over “Warning” or “Danger”)
 - Provide price per quart

- Product name: **Xytect**
 - Active ingredient: Imidacloprid 21.4%
 - Provide price per gallon
- Product name: **Transtect**
 - Active ingredient: Dinotefuran 70%
 - Water soluble packets
 - Must be formulated for ornamental use
 - Provide price per 20 water soluble packets
- Product name: **Lepitect**
 - Active ingredient: Acephate 97.4%
 - Provide price per 10 oz pouch

Japanese Beetle Treatments

- 22-0-7 Fertilizer with .067 Acelepryn insecticide with 50% polymer coated sulfur coated urea.
 - Provide price per ton in 1,000 lbs totes (2,000 total lbs)
 - Provide price per 50 lbs bag

Vegetation Management Products

- Product name: Ecomazapyr 2 SL
 - Active ingredient: Imazapyr 27.8%
 - Provide price per quart
- Product name: Pendulum Aquacap
 - Active ingredient: Pendimethalin 38.7%
 - Provide price per 2.5 gallons
- Product name: Q4 Plus
 - Active ingredient: Quinclorac 8.93%/ Sulfentrazone 0.69% / 2, 4-D 11.81%/ Dicamba 1.49%
 - Provide price per quart
- Product name: T-Zone
 - Active ingredient: Triclopyr 77.2% / Sulfentrazone 0.66%
 - Provide price per quart
- Product name: Ranger Pro
 - Active ingredient: Glyphosate 41%
 - Provide price per 2.5 gallons
- Product name: Rodeo (aquatic safe)
 - Active ingredient: Glyphosate 53.8%
 - Provide price per 2.5 gallons
- Product name: Flumigard WDG
 - Active ingredient: Flumioxazin 51%
 - Provide price per gallon
- Product name: Snap Shot 2.5TG
 - Active ingredient: trifluralin 2% / isoxabin 0.5%
 - Provide price per 50 lbs bag
- Scythe
 - Active ingredient: Pelargonic Acid 57%

- Provide price per 2.5 gallons

3.3. Special Conditions & Provisions:

3.3.1. Questions Regarding Solicitation Process/Scope of Work:

Kassy Hackett, Buyer
City of Grand Junction
kassyh@gjcity.org

3.3.2. Project Manager: The Project Manager for the purchase is Rob Davis, who can be reached at (970) 254-3825. After Award, all communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Park & Recreation Department
Attn: Rob Davis, Project Manager
333 West Avenue, Building C
Grand Junction, CO 81501

3.3.3. Contract Administrator: The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. After Award, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

3.3.4. Materials Specifications Sheet: Bidders shall supply materials specifications sheets for all products proposed for bid, with their bid submittals.

3.3.5. Rejection of Products/Supplies: The City of Grand Junction reserves the right to return products/supplies due to product flaws and/or not meeting specifications. Judgment of non-conformity will be at the discretion of the City of Grand Junction Project Manager.

3.3.6. Delivery Location: Items shall be delivered "F.O.B. Destination – Freight Pre-paid and Allowed" to:

2529 High Country Court
Grand Junction, CO 81501

****Please call before delivery to verify proper location of material drop.**
**** Rob Davis, (970) 254-3825**

Map will be provided to awarded vendor.

3.3.7. Pricing: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.3.8. Minimum Order Quantities: The bidder shall not establish a minimum order quantity for items under contract.

3.3.9. Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the Contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3.12. Contract Period: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period, which is March 7, 2024 to March 7, 2025.

3.3.13. Renewals: The awarded Contractor and the Owner agree that the Contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the Contract for up to three (3) additional one (1) year Contract periods, contingent upon the applicable fiscal year funding/appropriations.

3.3.14. Authorized Representatives of the City: Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.

3.4. Firm's Bid Documents: For Firm's convenience, the following is a list of forms/items to be submitted with the Firm's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Firm's responsibility to ensure all forms/items are submitted.

- **Firm's Bid Form**

- **Materials Specification Sheets**

3.5. IFB Tentative Time Schedule:

- | | |
|--|-------------------|
| • Invitation for Bids available | February 6, 2024 |
| • Inquiry deadline, no questions after this date | February 15, 2024 |
| • Addendum issued, if needed | February 16, 2024 |
| • Response Deadline | February 22, 2024 |
| • Council Approval | March 6, 2024 |
| • Purchase Order executed | March 7, 2024 |

4. Firm's Bid Form

IFB-5380-24-KH "Forestry Chemicals & Treatments"

Urban Forestry Tree Treatments			
Item	Qty	Description	Unit Price
1	Quart	Mectinite Active ingredient: 4% liquid emamectin benzoate	
2	Gallon	Xytect Active ingredient: Imidacloprid 21.4%	
3	20 water soluble packets	Transtect Active ingredient: Dinotefuran 70%	
4	10 oz pouch	Xytect Active ingredient: Acephate 97.4%	

Japanese Beetle Treatments			
Item	Qty	Description	Unit Price
5.a.	Ton in 1,000 lbs totes (2,000 total lbs)	22-0-7 Fertilizer with .067 Acelepryn insecticide with 50% polymer coated sulfur coated urea	
5.b.	50 lbs bag	22-0-7 Fertilizer with .067 Acelepryn insecticide with 50% polymer coated sulfur coated urea	

Vegetation Management Products			
Item	Qty	Description	Unit Price
6	Quart	Ecomazapyr 2 SL Active ingredient: Imazapyr 27.8%	
7	2.5 Gallons	Pendulum Aquacap Active ingredient: Pendimethalin 38.7%	
8	Quart	Q4 Plus Active ingredient: Quinclorac 8.93% / Sulfentrazone 0.69% / 2, 4-D 11.81% / Dicamba 1.49%	
9	Quart	T-Zone Active ingredient: Triclopyr 77.2% / Sulfentrazone 0.66%	
10	2.5 Gallons	Ranger Pro Active ingredient: Glyphosate 41%	

11	2.5 Gallons	Rodeo (aquatic safe) Active ingredient: Glyphosate 53.8%	
12	Gallon	Flumigard WDG Active ingredient: Flumioxazin 51%	
13	50 lbs bag	Snap Shot 2.5TG Active ingredient: trifluralin 2% / isoxabin 0.5%	
14	2.5 Gallons	Scythe Active ingredient: Pelargonic Acid 57%	

RECEIPT OF ADDENDA: the undersigned Vendor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

NOTES:

DATE _____

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.
- Standard Payment terms are N30.

(Company Name of Bidder – Typed or Printed)

(Phone Number of Bidder)

(Address of Bidder)
Printed)

(Authorized Agent or Contact Name – Typed or

(City, State, and Zip Code)

(Authorized Signature)

(E-mail Address of Agent or Sales Contact)



Purchasing Division

ADDENDUM NO. 1

DATE: February 16, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Forestry Chemicals & Treatments IFB-5380-24-KH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Q:** I'm not sure if this matters, but in the document it lists "Xytect" as 2 separate active ingredients. The 21.4% Imidicloprid is correct, where as the 97.4% Acephate is not. The 97.4% Acephate would have the trade name "Lepitect."

A: This has been updated in the addendum 1 version of the Firm's Bid Form.

Firm shall utilize the addendum 1 version of the Firm's Bid Form attached for their bid.

2. **Q:** What are the anticipated volumes of each product?

A: Please reference the addendum 1 version of the Firm's Bid Form for estimated quantities.

3. **Q:** Do you anticipate the city purchasing all products at once or spread out throughout the year?

A: For the Urban Forestry Tree Treatments & Vegetation Management Products, the City plans on making an initial large order after award and smaller orders, if needed, throughout the year. For the Japanese Beetle Treatments, we plan on doing one large order. The City may need to order more but it is highly unlikely.

4. **Q:** Will the city allow for a partial award? We are only looking to bid on urban forestry tree treatments.

A: The City will accept partial awards by category not by line item. Firm must be able to provide all line items in that category.

It is the intent of the City to Award Firm(s) by Category, although the City reserves the right to make award(s) in the best interest of the City.

5. **Q:** Can you provide an approximate need in tons of the 22-00-07 w/0.067% Acelepryn?

A: This has been updated in the addendum 1 version of the Firm's Bid Form.

Firm shall utilize the addendum 1 version of the Firm's Bid Form attached for their bid.

6. The following condition shall be added to section 3.3 Special Conditions & Provisions:

Estimated Quantities: The quantities indicated in this Invitation for Bid are **estimates** that pertain to the total aggregate quantities that may be ordered throughout the stated Contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read 'K. Hackett', is written over a light blue rectangular background.

Kassy Hackett, Buyer
City of Grand Junction, Colorado

1. Firm's Bid Form (Addendum 1)

IFB-5380-24-KH "Forestry Chemicals & Treatments"

Urban Forestry Tree Treatments					
Item	Description	Unit	Estimated Qty	Unit Price	Extended Price
1	Mectinite Active ingredient: 4% liquid emamectin benzoate	Quart	64		
2	Xytect Active ingredient: Imidacloprid 21.4%	Gallon	20		
3	Transtect Active ingredient: Dinotefuran 70%	20 water soluble packets	800 packets		
4	Lepitect Active ingredient: Acephate 97.4%	10 oz pouch	12		
Total:					

Japanese Beetle Treatments					
Item	Description	Unit	Estimated Qty	Unit Price	Extended Price
5.a.	22-0-7 Fertilizer with .067 Acelepryn insecticide with 50% polymer coated sulfur coated urea	Ton in 1,000 lbs totes (2,000 total lbs)	39 tons		
5.b.	22-0-7 Fertilizer with .067 Acelepryn insecticide with 50% polymer coated sulfur coated urea	50 lbs bag			
Total:					

Vegetation Management Products					
Item	Description	Unit	Estimated Qty	Unit Price	Extended Price
6	Ecomazapyr 2 SL Active ingredient: Imazapyr 27.8%	Quart	20		
7	Pendulum Aquacap Active ingredient: Pendimethalin 38.7%	2.5 Gallons	40		
8	Q4 Plus Active ingredient: Quinclorac 8.93% / Sulfentrazone 0.69% / 2, 4-D 11.81% / Dicamba 1.49%	Quart	40		
9	T-Zone Active ingredient: Triclopyr 77.2% / Sulfentrazone 0.66%	Quart	40		

10	Ranger Pro Active ingredient: Glyphosate 41%	2.5 Gallons	15		
11	Rodeo (aquatic safe) Active ingredient: Glyphosate 53.8%	2.5 Gallons	5		
12	Flumigard WDG Active ingredient: Flumioxazin 51%	Pounds	60		
13	Snap Shot 2.5TG Active ingredient: trifluralin 2% / isoxabin 0.5%	50 lbs bag	40		
14	Scythe Active ingredient: Pelargonic Acid 57%	2.5 Gallons	2		
Total:					

RECEIPT OF ADDENDA: the undersigned Vendor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

NOTES: _____

DATE _____

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.
- Standard Payment terms are N30.

(Company Name of Bidder – Typed or Printed)

(Phone Number of Bidder)

(Address of Bidder)

(Authorized Agent or Contact Name – Typed or Printed)

(City, State, and Zip Code)

(Authorized Signature)

(E-mail Address of Agent or Sales Contact)

1. Firm's Bid Form (Addendum 1)

IFB-5380-24-KH "Forestry Chemicals & Treatments"

Urban Forestry Tree Treatments					
Item	Description	Unit	Estimated Qty	Unit Price	Extended Price
1	Mectinite Active ingredient: 4% liquid emamectin benzoate	Quart	64	\$379	\$24,256.00
2	Xytect Active ingredient: Imidacloprid 21.4%	Gallon	20	\$109.03	\$2,180.60
3	Transtect Active ingredient: Dinotefuran 70%	20 water soluble packets	800 packets	\$375.15	\$15,006.00
4	Lepitect Active ingredient: Acephate 97.4%	10 oz pouch	12	\$72.75	\$873.00
Total:					\$42,315.60

Japanese Beetle Treatments					
Item	Description	Unit	Estimated Qty	Unit Price	Extended Price
5.a.	22-0-7 Fertilizer with .067 Acelepryn insecticide with 50% polymer coated sulfur coated urea	Ton in 1,000 lbs totes (2,000 total lbs)	39 tons		
5.b.	22-0-7 Fertilizer with .067 Acelepryn insecticide with 50% polymer coated sulfur coated urea	50 lbs bag			
Total:					

Vegetation Management Products					
Item	Description	Unit	Estimated Qty	Unit Price	Extended Price
6	Ecomazapyr 2 SL Active ingredient: Imazapyr 27.8%	Quart	20		
7	Pendulum Aquacap Active ingredient: Pendimethalin 38.7%	2.5 Gallons	40		
8	Q4 Plus Active ingredient: Quinclorac 8.93% / Sulfentrazone 0.69% / 2, 4-D 11.81% / Dicamba 1.49%	Quart	40		
9	T-Zone Active ingredient: Triclopyr 77.2% / Sulfentrazone 0.66%	Quart	40		

10	Ranger Pro Active ingredient: Glyphosate 41%	2.5 Gallons	15		
11	Rodeo (aquatic safe) Active ingredient: Glyphosate 53.8%	2.5 Gallons	5		
12	Flumigard WDG Active ingredient: Flumioxazin 51%	Pounds	60		
13	Snap Shot 2.5TG Active ingredient: trifluralin 2% / isoxabin 0.5%	50 lbs bag	40		
14	Scythe Active ingredient: Pelargonic Acid 57%	2.5 Gallons	2		
Total:					

RECEIPT OF ADDENDA: the undersigned Vendor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

NOTES: We will only be bidding on the Urban Forestry Tree treatments category.

DATE 2/19/2024

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.
- Standard Payment terms are N30.

Rainbow Ecoscience
(Company Name of Bidder – Typed or Printed)

11571 K-Tel Dr
(Address of Bidder)

Minnetonka, MN 55343
(City, State, and Zip Code)

hhampton@rainbowecoscience.com
(E-mail Address of Agent or Sales Contact)

952-207-4218
(Phone Number of Bidder)

Hannah Hampton
(Authorized Agent or Contact Name – Typed or Printed)

Hannah Hampton
(Authorized Signature)