



## **Invitation for Bid**

**IFB-5769-26-KF**

## **Private Ash Tree Assistance Services**

### **Submission Deadline for Bids**

**February 4, 2026, before 2:00 p.m. (Mountain Standard Time)**

### **Electronic Submission Only**

Bids Must Be Submitted Exclusively Through  
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)  
 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

### **Important Notice**

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

### **Virtual Solicitation Opening**

All City solicitation openings will be conducted virtually.  
For meeting access and participation details, refer to Section 1.10.

### **Purchasing Agent Contact**

Kathleen Franklin  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
970-244-1513

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<b>Event and Details</b>	<b>Date</b>
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 6, 2026
Inquiry Deadline <i>No questions are accepted after this date</i>	January 21, 2026
Final Addendum Issued (if applicable)	January 26, 2026
Submission Deadline for Bids Electronic submission via BidNet® Direct only	February 4, 2026, before 2:00 p.m. MST
Notice of Award	February 13, 2026
Contract Execution	February 23, 2026
Service Start	April 1, 2026

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## Section 1.0. Administrative Information and Instructions

**1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.

Deliverables that fail to meet accessibility requirements may be returned for correction at no additional cost to the City.

**1.2. Required Review:** The Bidder is responsible for thoroughly reviewing all solicitation documentation to ensure a complete understanding of the scope, specifications, delivery requirements, and all terms and conditions governing this procurement. The Bidder shall review all applicable laws, regulations, instructions, and procurement policies associated with this solicitation process. Submission of a bid response constitutes acknowledgement that the Bidder has reviewed and understands all requirements necessary to provide the specified products and fulfill the obligations under this solicitation.

**1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Bidder's response.

**1.4. Pre-Bid Meeting:** The City will not conduct a pre-bid meeting for this service.

**1.5. Purpose:** The City of Grand Junction, Colorado, is soliciting competitive bids from qualified and licensed contractors to perform professional trunk injection treatments for ash trees located on private residential properties within the City of Grand Junction. These services support the City of Grand Junction Parks & Recreation Department's Forestry Division, which administers the Private Ash Tree Assistance Program, which provides cost-share treatment options to eligible homeowners to help protect and preserve the community's urban tree canopy.

Section 3.0 outlines the service specifications, performance requirements, technical standards, and operational expectations for trunk injection treatments. All services shall be performed in full compliance with the terms, conditions, and specifications of this solicitation.

- 1.6. The City:** The City will act by and through its authorized representative(s).
- 1.7. Compliance:** By submitting a bid, the Bidder affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Bidder identify any ambiguity, omission, or conflict within the solicitation documents that might impact its/his/her understanding of the requirements, the Bidder must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Bidder of its obligation to fulfill the requirements of the Contract.
- 1.8. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.9. Submission Requirements**

All bids must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System at

✉ <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

Important:

The City of Grand Junction does **not** manage or control vendor access to BidNet Direct. Each Bidder is solely responsible for completing registration, uploading all required documents, and confirming successful electronic submission prior to the bid deadline

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; therefore, bidders are strongly encouraged to register and upload its bid well in advance of the submission deadline.
- For registration instructions, refer to the [BidNet Electronic Vendor Registration](#) page on the BidNet® Direct website.
- The City does not control or administer the vendor's access to BidNet Direct. Proposers are solely responsible for ensuring a successful electronic submission.
- Technical assistance must be requested directly from BidNet® at (800) 835-4603 before the proposal deadline.
- Late submissions will not be accepted under any circumstances.

## **1.10. Solicitation Opening**

**IFB-5769-26-KF**

**Private Ash Tree Assistance Services**

**Date/Time: February 4, 2026, 2:00 p.m. (America/Denver)**

**Please join the meeting from a computer, tablet, or smartphone:**

✉ <https://meet.goto.com/76646639>

**Or join the meeting by phone.**

Access Code: 766-466-397

United States: [+1 \(646\) 749-3122](tel:+1(646)749-3122)

**To join from a video-conferencing room or system:**

Meeting ID: 766-466-397

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly:

[766466397@67.217.95.2](mailto:766466397@67.217.95.2) or 67.217.95.2##766466397

*Get the app now and be ready when the meeting starts:*

🔗 <https://meet.goto.com/install>

**1.11. Public Disclosure Notice:** Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure, except for information specifically designated as confidential, proprietary, or trade secret by the Bidder, and only to the extent permitted by law.

Upon award and execution of a contract, the solicitation file—including all responsive bids—shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Bidders.

Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation is canceled.

**1.12. Public Disclosure Record:** If the Bidder knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a “Public Disclosure Record” and/or a statement of financial interest before conducting business with the City.

**1.13. Collusion Clause:** By submitting a bid, each Bidder certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any bid(s) found to have evidence or a reasonable belief of collusion among the Bidders will be rejected. The City reserves the right, at its discretion, to accept future bids for the same work or service(s) from participants identified in such collusion.

**1.14. Gratuities and Kickbacks:** The Bidder certifies that no gratuities, kickbacks, or contingent fees have been, or will be offered, solicited, or paid in connection with this solicitation or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other items of value made contingent upon, or intended to influence, the award of a Contract.

If the Bidder breaches this certification, the City may cancel the Contract immediately, without liability, and pursue any and all remedies under law.

**1.15. Ethics and Conflict of Interest:** Bidders shall not offer, give, solicit, or accept any gift, favors, or item of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process.

Bidders shall also avoid any business arrangement, financial relationship, or other activity that creates, or could be perceived to create, a conflict of interest or undermine public confidence in the integrity of the City's procurement process.

Any violation of this provision may result in disqualification from consideration, cancellation of an existing contract, and/or other legal or administrative action as permitted by law.

**1.16. Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by the Bidder in writing, duly executed, and submitted to the place where Bids are to be submitted at any time before the Bid Opening. Bids may not be altered, modified, or amended after the submission date.

**1.17. Price Bid Form:** All Price Bids must be submitted on the attached Price Bid Schedule, stating amounts in both figures and words, and signed by an authorized representative of the Bidder.

The Bidder shall specify a unit price in figures for each line item where a quantity is provided and shall extend the total price for each item in the Extended Amount column. The Total Bid Price shall equal the sum of all extended amounts. When an item on the Price Bid Schedule offers a choice, the Bidder's selection shall be clearly indicated and, once submitted, may not be changed.

Where the unit of a pay item is a 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 completed. Incomplete, unsigned, or altered bid forms may be deemed non-responsive.

Bids submitted by corporations, limited liability companies, or similar entities must be executed in the entity's legal name by a duly authorized officer or representative, with evidence of authority to sign provided upon request. The entity's business address and state of organization shall appear below the signature. All names shall be typed or printed below the signature line.

The Bidder's submittal shall include acknowledgment of all issued Addenda, with the corresponding addendum numbers entered on the Bid Submittal Form. Contact information for all communications regarding the bid must also be clearly provided.

**1.18. Exclusions:** No oral, telephone, email, or facsimile bids will be accepted or considered. All bids must be submitted electronically through the **Rocky Mountain E-Purchasing System (RMEPS)** at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) in accordance with the instructions contained in this solicitation.

**1.19. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with all solicitation documents, including the Specifications, Scope of Work, and any Addenda issued. Failure or omission by any Bidder to review such documents shall

not relieve the Bidder from any obligation under its bid. Submission of a bid will be considered evidence that the Bidder has reviewed, understood, and accepted all requirements of this solicitation.

Before submitting a bid, each Bidder shall, at a minimum:

- (a) Examine the *Contract Documents* thoroughly.
- (b) If applicable, visit the site or delivery location to become familiar with local conditions that may affect cost, delivery, or performance.
- (c) Correlate its observations with the requirements of the solicitation; and,
- (d) Notify the Purchasing Agent in writing via email of any conflicts, errors, ambiguities, or discrepancies in or among the solicitation documents within the designated inquiry period.

By submitting a bid, the Bidder represents that it has complied with these requirements and that the solicitation documents are adequate and sufficient to convey an understanding of all conditions necessary to furnish the specified products in accordance with the City's requirements.

**1.20. Material Availability and Miscellaneous Conditions:** Before submitting a bid, the Bidder is responsible for verifying the availability of specified products, production schedules, and lead times. Bids shall reflect realistic delivery commitments. If any specified item has been discontinued, is on allocation, or is otherwise unavailable within the required schedule, the Bidder shall disclose this in the bid and, if proposing an alternate, clearly identify the proposed substitution per Section Exceptions and Substitutions.

**1.21. Questions Regarding Specifications or Scope of Work:** All requests for clarification or interpretation of the Specifications or Scope of Work must be submitted in writing by email to the Purchasing Agent no later than the close of business on the Inquiry Deadline stated in this solicitation.

The City has no obligation to respond to inquiries received after the deadline, and any response provided after that time shall be at the City's sole discretion. Responses to all timely inquiries will be issued in the form of a written Addendum and posted to the City's website and the Rocky Mountain E-Purchasing System (RMEPS).

Bidders are responsible for monitoring all issued addenda and shall acknowledge receipt of all addenda on the Contractor's Bid Form found in Section 4.0.

**1.22. Addendum and Interpretations:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the bid response deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at  <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. The Bidder(s) are responsible for monitoring this platform for issued addenda.

The Bidder(s) must acknowledge receipt of all addenda on the completed Contractor's Bid Form located in Section 4.0.

**1.23. Bids Binding 60 Days:** Unless otherwise specified, all bids submitted in response to this solicitation shall remain firm and binding for **sixty (60) calendar days** following the bid opening date. During this period, Bidders may not withdraw or modify its bid.

At the City's request, a Bidder may agree to extend the binding period to allow for final evaluation, award, or administrative processing.

**1.24. Exceptions and Substitutions:** All bids meeting the intent of this IFB will be considered for award. A Bidder taking exception to any specification does so at the Bidder's own risk. The City reserves the right to accept or reject any or all substitutions or alternatives.

When offering substitutions or alternatives, the Bidder must clearly identify and describe each exception in the section to which it pertains. Any approved exception or substitution must meet or exceed the stated intent and specification requirements.

The absence of stated exceptions will be interpreted as the Bidder's acknowledgment that the bid fully complies with all specifications and requirements. If awarded a Contract, the Bidder shall be responsible for furnishing the specified products in strict accordance with the IFB and related documents.

**1.25. Disqualification of a Bidder:** A Bid will not be accepted from, nor shall a Contract be awarded to, any individual, firm, corporation, contractor, or entity that is in arrears to the City on any debt or Contract or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence demonstrating responsibility, relevant experience, and possession of the necessary financial and other resources necessary to furnish the specified products in accordance with this solicitation.

A Bidder and its Bid may be disqualified for any of the following reasons, including but not limited to:

- 1.25.1.** Submission of more than one Bid for the same procurement by an individual, firm, corporation, contractor, or entity, whether under the same or different name; and
- 1.25.2.** Evidence of collusion among Bidders. Any participant found to have engaged in collusive behavior shall be disqualified from consideration for future solicitations with the City until reinstated as a qualified Bidder.

**1.26. Taxes:** The City is exempt from State, County, Municipal, and Federal Excise Taxes; therefore, all bids shall not include taxes.

**1.27. Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Bids shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

**1.28. Federal Taxpayer Identification Certificate:** Successful Bidder(s) new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

**1.29. Public Opening:** The Bid opening shall be conducted publicly in a virtual meeting immediately following the response deadline. Bidders, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all bids received by the deadline will be formally acknowledged, and the name of each Bidder and the total bid amount will be read aloud.

Following the opening, all bids will be reviewed for responsiveness and compliance with the solicitation requirements. The City will evaluate bids to determine the lowest, technically acceptable bid that meets all specifications and terms of this Invitation for Bids.

## Section 2.0. General Contract Terms and Conditions

**2.1. The Contract:** The IFB, the Bidder's submitted documents, and any negotiations, when properly accepted by the City, shall together constitute an enforceable Agreement (Contract) equally binding between the City and Contractor. The Contract represents the entire and integrated agreement between the City and the Contractor, collectively referred to as the Parties, and supersedes all prior negotiations, representations, or agreements, whether written or oral, including the solicitation documents.

Any amendment shall comply with the requirements described in *Change Order or Contract Amendment below*.

**2.2. The Work:** means all labor, services, equipment, tools, materials, and incidentals required to perform the tree treatment and related services described in the Contract Documents. This includes, but is not limited to:

- 2.2.1.** Performing trunk injection treatments
- 2.2.2.** Conducting site visits and tree eligibility assessments.
- 2.2.3.** Providing all required pesticides, application equipment, and supplies.
- 2.2.4.** Completing documentation, reporting, and coordination with homeowners and the City; and
- 2.2.5.** Any additional tasks necessary to fully and properly perform the services in accordance with industry standards and the requirements of the Contract Documents.

**2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by both the City and Contractor. By executing the Contract, the Contractor acknowledges that it has examined all requirements and conditions

governing the performance, scheduling, and acceptance of the Services and Work, and has correlated its understanding with the Contract Documents.

The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The intent of the Contract Documents is to include the furnishing of all labor, supervision, materials, pesticides, equipment, documentation, and related Services necessary to fulfill the City's specifications and to ensure proper completion of the Work.

**2.4. The City:** The City of Grand Junction, Colorado ("the City") is the contracting entity for this Project and is referred to throughout the Contract Documents. The term "City" includes the City's authorized representatives, including but not limited to the Purchasing Division and the City Forester or their designees.

The City shall always have access to the Work, including during preparation, scheduling, treatment activities, and the review of documentation. The Contractor shall provide reasonable access, coordination, and cooperation to facilitate the City's oversight responsibilities.

The City may make periodic visits to treatment locations or request documentation to familiarize itself with the progress and quality of the Work and to verify that services are being performed in accordance with the Contract Documents. The City has the authority to reject Work that does not conform to the requirements of this Contract.

Whenever the City determines whether it is necessary or advisable to ensure proper compliance with the Contract Documents, it may direct the Contractor to pause Work, adjust scheduling, or perform additional inspection or verification measures. The City's oversight shall not relieve the Contractor of its full responsibility for the proper performance of the Work.

The City shall not be responsible for the acts or omissions of the Contractor, its subcontractors, agents, employees, or any other person performing any portion of the Work.

**2.5. Contractor:** The Contractor is the individual, firm, or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term "Contractor" includes the Contractor's authorized representatives, employees, agents, and subcontractors.

The Contractor is responsible for reviewing all Contract Documents—including the Contract Conditions, Specifications, Scope of Work, Addenda, and Modifications—and shall promptly notify the City in writing of any error, omission, ambiguity, or inconsistency it discovers. The Contractor shall not be liable for damages resulting from such errors, omissions, or inconsistencies if it has provided timely written notice to the City.

The Contractor shall not begin or continue any portion of the Work that depends on clarification, correction, or interpretation of Contract requirements until such clarification has been issued by the City in writing. Failure to request clarification when needed shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

**2.6. Award Subcontractors and Other Service Providers for Portions of the Work:**

The Bidder shall submit with its bid a written list of all proposed subcontractors, subconsultants, or other individuals or organizations that will perform any portion of the Work as described in this IFB. If no subcontractors are anticipated, the Bidder shall indicate "None" on the Subcontractor Disclosure Form.

Prior to awarding the Contract, the City will review the proposed subcontractors. The City may, after due investigation, issue a written notice to the apparent successful Bidder identifying any proposed subcontractor or entity to which the City has a reasonable objection.

- If the City issues such an objection before award, the apparent successful Bidder may:
  1. Withdraw its bid without forfeiture of bid security; or
  2. Submit a substitute subcontractor acceptable to the City.
    - If the substitution results in a price increase, the City may accept the revised bid amount or may deem the bid non-responsive.
- If the City issues such an objection after award, the Contractor shall promptly submit an acceptable substitute subcontractor.
  - The Contract Sum shall be adjusted by change order to reflect any difference in cost resulting from such substitution.
  - No increase to the Contract Sum will be allowed unless the Contractor acted promptly and responsively in submitting subcontractor information before award.

No subcontractors may be added, replaced, or removed after Contract execution without the prior written approval of the City.

**2.7. Quantities of Work and Unit Pricing:** The City will utilize the Contractor's awarded unit price per inch DBH to calculate compensation for all authorized trunk injection services. Any quantities referenced in this solicitation, or provided verbally or in writing, are estimates only and are intended solely to provide general context regarding the scope of the program. Actual quantities of Work may increase or decrease depending on homeowner participation, program funding, environmental conditions, and operational needs.

The City does not warrant or guarantee any minimum or maximum quantity of Work. The Contractor shall perform all Work authorized by the City at the awarded unit price, regardless of the actual quantities required during the contract term.

The City reserves the right, at any time and without penalty, to:

- Increase or decrease the quantity of any unit-price item.
- Add or remove bid items as the program needs evolve; or
- Reassign portions of the Work to another contractor if necessary to meet program requirements or budget constraints.

No adjustment to unit prices shall be permitted because of variations in estimated quantities unless otherwise approved in writing by the City.

**2.8. Substitutions and Product Documentation:** The pesticide product and active-ingredient specifications contained in this solicitation establish the minimum acceptable standard for performance, efficacy, and application method. Bidders shall include with its bid the **product label and Safety Data Sheet (SDS)** for the pesticide product they propose to use under this Contract.

Requests to substitute an alternate pesticide product or application method must be submitted in writing to the Purchasing Agent **prior to the Inquiry Deadline identified in the IFB Tentative Calendar of Events**. Requests must include the proposed product name, manufacturer, active ingredient concentration, EPA registration number, product label, SDS, and any other technical documentation necessary for evaluation.

The City's decision to approve or reject a proposed substitution shall be final. Any approved substitution will be issued only through a written Addendum. Bidders shall not rely on verbal approvals, informal discussions, or information obtained in any manner other than a formally issued Addendum.

**2.9. Supervision and Performance of Services:** The Contractor shall supervise and direct the Work, using its best skill, judgment, and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences, equipment, safety practices, and procedures necessary for the proper and efficient performance of the tree treatment services required under this Contract. The Contractor is also responsible for coordinating all portions of the Work, including the activities of its employees, agents, and any approved subcontractors.

**2.10. Service Warranty – Tree Treatment Services:** The Contractor warrants that all tree treatment services performed under this Contract shall be completed:

- By properly licensed and qualified personnel
- Using equipment in a safe, fully operational condition
- With pesticides labeled for use on ash trees and applied strictly in accordance with all manufacturer instructions, EPA/State regulations, and industry best practices
- In full compliance with the requirements of the Contract Documents

The Contractor does not warrant the future health, survival, or performance of any treated tree, as tree response and external environmental conditions are outside the Contractor's control. However, the Contractor shall warrant that the application and injection process itself is free from error, improper handling, or negligence.

If the City determines that any portion of the Work was performed in a manner that does not conform to the standards above, the Contractor shall, upon written notice from the City, promptly correct the deficiency at no additional cost to the City or the homeowner.

If the Contractor fails to correct the nonconforming Work within **ten (10) calendar days** of written notice, the City may correct such Work using other means, and all costs incurred shall be the responsibility of the Contractor.

This service warranty does not cover tree decline or loss caused by weather, drought, improper homeowner care, existing pest infestation, structural instability, mechanical injury, or other environmental conditions beyond the Contractor's control.

**2.11. Permits, Fees, Licenses, and Regulatory Compliance:** The Contractor shall obtain and maintain, at its own expense, all licenses, certifications, permits, and governmental approvals required to perform professional pesticide application and tree treatment services under this Contract, including all licensing required by the Colorado Department of Agriculture (CDA) and any other federal, state, or local authority.

The Contractor shall give all required notices and shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, and orders bearing on the performance of the Work. This includes, but is not limited to, requirements governing pesticide handling, storage, transportation, application, environmental protection, worker safety, and label-mandated usage restrictions.

If the Contractor encounters any conflicts, omissions, ambiguities, or variances within the Contract Documents—including specifications, instructions, or applicable regulatory requirements—it shall promptly notify the Purchasing Agent in writing. The City will issue any necessary clarification or modification in writing.

If the Contractor performs any Work knowing it to be contrary to applicable laws, regulations, label requirements, or the Contract Documents, and fails to provide written notice to the City, the Contractor shall assume full responsibility and shall bear all costs associated with correction, removal, replacement, enforcement actions, penalties, or any resulting damage.

**2.12. Responsibility for Those Performing the Work:** The Contractor shall be fully responsible to the City for the acts and omissions of its employees, agents, subcontractors, and any other persons performing any portion of the Work under this Contract. The Contractor shall ensure that all such personnel are properly trained, licensed, and supervised, and that its actions comply with all applicable laws, safety standards, pesticide regulations, and the requirements of the Contract Documents.

**2.13. Use of the Site:** The Contractor shall conduct all operations on private property in a manner that is lawful, safe, respectful, and minimally disruptive to residents, neighbors, and surrounding properties. Work shall be confined to areas that are reasonably necessary to perform trunk injection services and shall not damage landscaping, structures, utilities, or City right-of-way. The Contractor shall comply with all applicable laws, ordinances, permits, and property-owner access requirements when performing the Work.

**2.14. Cleanup:** The Contractor shall maintain work areas in a clean and debris-free condition, free from chemical residues, equipment, containers, and waste generated

by its operations. Upon completion of each service visit, the Contractor shall remove all tools, equipment, materials, trash, and any other items brought to the site. No pesticide containers, plugs, or injection components shall be left behind on private property or in the public right-of-way.

**2.15. Insurance Requirements:** At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, insurance coverage from insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. All insurance shall remain in full force and effect for the entire term of the Contract and shall cover all liabilities, claims, demands, and obligations arising out of the Contractor's performance of the Work.

The Contractor shall ensure that any subcontractors engaged in the performance of the Work maintain insurance meeting the same requirements.

Unless otherwise specified in the Special Conditions, the following minimum coverage limits shall apply:

**(a) Commercial General Liability**

ONE MILLION DOLLARS (\$1,000,000) per occurrence, and

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The Commercial General Liability policy shall apply to all premises, operations, products, and completed operations, and shall provide coverage for bodily injury, property damage, personal and advertising injury, and contractual liability. Coverage shall include products and completed operations, broad-form property damage, and personal injury, including claims arising from contractual obligations and employee acts. The policy shall not exclude pesticide or herbicide application, and such coverage must be included in the base policy or added by endorsement. A pollution or environmental liability extension endorsement is recommended to address exposures associated with pesticide handling and trunk injection activities. The policy shall contain a severability of interests provision and shall otherwise meet or exceed all requirements set forth in the Contract Documents.

**(b) Automobile Liability**

ONE MILLION DOLLARS (\$1,000,000) combined single limit per accident

Applies to owned, non-owned, and hired vehicles used in the performance of the Services.

**(c) Workers' Compensation and Employers' Liability**

- Workers' Compensation: Statutory coverage as required under Colorado law.
- Employers' Liability: Minimum limits of **One Million Dollars (\$1,000,000)** each accident, each employee for disease, and policy limit for disease.

- Policy shall include a waiver of subrogation endorsement in favor of the City.

**2.15.1. Additional Insured Endorsement:** The **Commercial General Liability** and **Automobile Liability** policies required under this Contract shall be endorsed to name the City of Grand Junction, its elected and appointed officials, employees, and volunteers as Additional Insureds for liability arising out of the Contractor's performance of tree treatment services under this Contract. All required policies shall provide primary and non-contributory coverage, and any insurance maintained by the City, its officers, employees, or any insurance pool of the City, shall be excess over, and shall not contribute with, the Contractor's required coverage. The Contractor shall be solely responsible for any deductibles or self-insured retentions associated with all required insurance policies.

**2.15.2. Certificate of Insurance:** ACORD Certificates of Insurance evidencing all required coverages and endorsements shall be submitted to the City **before the Contractor begins any Work** under this Contract. Each certificate shall:

- Reference the solicitation title and number
- Clearly state all coverage limits required under this Contract; and
- Include copies of all required Additional Insured, primary/non-contributory, waiver of subrogation, or other applicable endorsements.

The Contractor shall maintain current Certificates of Insurance throughout the duration of the Contract and shall provide updated certificates to the City upon renewal, replacement, modification, or cancellation of any required policy. Failure to maintain continuous coverage may result in suspension of Work or termination of the Contract.

**2.16. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City of Grand Junction, its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, actions, suits, claims, demands, damages, losses, or expenses of any kind, including reasonable attorney's fees, arising out of or resulting from injury to persons or damage to property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers while performing the Work under this Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City because of such claims.

This indemnification obligation shall survive completion and acceptance of the Work and the termination or expiration of the Contract, but only with respect to acts or omissions occurring during the Contractor's performance under the Contract.

**2.17. Material Availability and Miscellaneous Conditions:** The Contractor shall promptly notify the City in writing if any pesticide product, application equipment, or related material required to perform the Work becomes unavailable, restricted, temporarily backordered, or otherwise unsuitable for use as specified in this Contract. Upon such

notification, the Contractor shall request written direction from the City before proceeding with any alternate product or method.

Any proposed substitute pesticide, equipment, or application method must:

- 2.17.1. Meet or exceed all specification requirements, including minimum active-ingredient concentrations and regulatory labeling.
- 2.17.2. Comply with all federal, state, and local laws and regulations, including Colorado Department of Agriculture licensing and pesticide-use restrictions; and
- 2.17.3. Be supported with appropriate manufacturer documentation, such as product labels, Safety Data Sheets (SDS), technical specifications, and any relevant usage or efficacy certifications.

No substitute materials or methods shall be used without the City's prior written approval. Any unapproved substitution may be deemed non-conforming Work and corrected at the Contractor's expense.

- 2.18. **City Remedies:** If product availability issues, regulatory restrictions, staffing limitations, or other conditions impair the Contractor's ability to perform the Work in accordance with this Contract, the City may, at its sole discretion:

- 2.18.1. Approve an alternate pesticide product or application method, if such a substitute meets all specifications and regulatory requirements.
- 2.18.2. Adjust the expected program quantities or scope of services to align with available resources.
- 2.18.3. Make a partial award or reassign portions of the Work to another contractor, without penalty to the City.
- 2.18.4. Cancel the affected portion(s) of the Contract without penalty; or
- 2.18.5. Procure the required services or materials from alternate sources, with any additional costs charged to the Contractor if the unavailability resulted from the Contractor's failure to perform.

No additional charges, price increases, or administrative fees may be imposed on the City unless expressly approved in writing by the City in advance.

- 2.19. **Schedule Integrity:** The Contractor shall actively manage its staffing, equipment availability, pesticide inventory, and scheduling practices to ensure timely performance of the Work and adherence to the treatment timelines required under this Contract. The Contractor shall maintain sufficient resources, including licensed personnel, injection equipment, and pesticide materials, to meet service demands throughout the treatment season.

If delays, product shortages, or operational challenges arise or appear likely to impact performance, the Contractor shall notify the City in writing within seven (7) calendar days. Upon request by the City, the Contractor shall provide status updates, projected timelines, or workload reports within the same seven (7) calendar-day period

**2.20. Documentation:** If the Contractor anticipates or experiences any delay in performing the Work, including delays caused by product unavailability, staffing limitations, equipment issues, or regulatory constraints, the Contractor shall notify the City in writing within seven (7) calendar days of becoming aware of such delay.

Upon the City's request, the Contractor shall provide written documentation supporting the cause of the delay. Acceptable documentation may include manufacturer or distributor notices, Safety Data Sheets (SDS), product labels, regulatory advisories, or other written verification demonstrating that the pesticide or material is unavailable, restricted, or otherwise impacted.

All requested documentation shall be provided to the City within seven (7) calendar days of the City's written request, or the Contractor shall communicate in writing within that same seven (7) calendar-day period if additional time is required and the reasons such additional time is necessary.

**2.21. Time Performance:** Time is of the essence in performing the Work under this Contract, particularly due to the seasonal nature of ash tree treatment and the limited application window for trunk-injected pesticides. The Contractor shall schedule and perform all services within the timeframes specified in the Contract Documents or as otherwise approved in writing by the City.

The Contractor shall maintain adequate staffing, equipment, and pesticide inventory to ensure that:

- 2.21.1.** Homeowner inquiries referred to by the City are responded to within seventy-two (72) business hours.
- 2.21.2.** Site visits and eligibility assessments are conducted in a timely manner; and
- 2.21.3.** Approved trunk injection treatments are completed within fourteen (14) calendar days of homeowner confirmation, unless otherwise authorized by the City.

Failure to meet the required timelines without prior written authorization from the City may constitute a breach of Contract and may subject the Contractor to the remedies available under this Contract and applicable law, including the reassignment of Work to another contractor.

**2.22. Payment & Completion:** The Contract Sum, as stated in the Contract, represents the total amount payable by the City to the Contractor for performing all Services required under the Contract Documents, including all labor, materials, equipment, documentation, and incidentals necessary to complete the Work.

Payment shall be made upon receipt of all required documentation, including a valid invoice and verification by the City that the Services have been completed in accordance with the Contract requirements. The City shall not be obligated to make payment for any Services that are incomplete, non-conforming, or otherwise fail to meet the specifications, performance standards, or deliverables set forth in this Contract.

Payment by the City shall constitute acknowledgement that the Services invoiced have been performed to the extent verified by the City; however, such payment shall

not constitute a waiver of the City's right to later identify defective, incomplete, or non-conforming Work. Acceptance of payment does not relieve the Contractor of its warranty obligations or responsibility for correcting latent defects or non-conforming Services discovered after payment has been made.

**2.23. Protection of Persons & Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations governing the safety of persons and property during the performance and use of equipment under this Contract.

The Contractor shall take all reasonable precautions necessary to protect the public, City personnel, and property from damage, injury, or loss arising from its activities or those of its agents, employees, subcontractors, or suppliers. This includes, but is not limited to, following all required safety procedures, posting warnings when hazards are present, and coordinating with owners or users of adjacent utilities or facilities as appropriate.

If any damage or injury to public or private property occurs because of the Contractor's acts, omissions, negligence, or failure to perform under the Contract, the Contractor shall promptly restore such property, at its own expense, to a condition equal to or better than that which existed prior to the damage. If restoration is not feasible, the Contractor shall compensate the City or property owner for the loss in a manner acceptable to the City.

**2.24. Changes in the Work:** The City may make changes to the Work within the general scope of the Contract, including additions, deletions, or adjustments to services. Any change that results in a modification to the Contract Time or compensation shall be authorized only through a written Change Order issued by the City. No adjustment to the unit price shall be made unless expressly approved in writing by the City.

**2.25. Claims for Additional Compensation or Time:** If the Contractor believes it is entitled to an adjustment in compensation or Contract Time due to a City-directed change, unforeseen condition, or other circumstance affecting performance, the Contractor shall provide written notice to the City within a reasonable time after the event giving rise to the claim, and **prior to performing the affected Work**, unless emergency conditions require immediate action to protect life or property. No claim for adjustment shall be valid unless submitted in accordance with this provision and authorized in writing by the City.

**2.26. Minor Changes in the Work:** The City may order minor changes in the Work that do not alter the unit price, Contract Time, or general scope of services. Such directives shall be issued in writing, and the Contractor shall promptly comply.

**2.27. Service Orders/Field Direction:** The City may issue written service orders or directions to clarify requirements, address property-specific conditions, or adjust scheduling, provided such orders do not affect the Contract sum or Contract Time. The Contractor shall comply promptly with all such written directions.

**2.28. Correction of Work:** The Contractor shall promptly correct any Work determined by the City to be defective, incomplete, or not in accordance with the Contract Documents, including improper application, unsafe practices, or damage to property. The Contractor shall bear all costs associated with correcting such Work, including repair of any damage to private property or City assets resulting from the Contractor's operations.

If defective or non-conforming Work is discovered within one (1) year of completion of the affected service, the Contractor shall correct such Work promptly upon written notice from the City, unless the City has previously accepted the non-conforming condition in writing.

If the City elects to accept non-conforming Work, the City may issue a written deduction or adjustment reflecting the reduced value of the Work or may recover such amount from the Contractor if discovered after final payment.

**2.29. Change Order or Contract Amendment:** No oral statement, representation, or commitment by any person shall modify or affect the terms, conditions, or specifications of this Contract. Any revision, addition, deletion, or other modification—including changes to quantities, pricing, scope of services, scheduling, or any other contractual terms shall be made only through a written Change Order or Contract Amendment issued by the City's Contract Administrator and accepted by the Contractor.

Any unauthorized changes or directives made without written approval shall be null and void and shall not be binding upon the City.

**2.30. Assignment:** The Contractor shall not sell, assign, transfer, subcontract, or otherwise convey this Contract, in whole or in part, without the City's prior written consent. Any attempted assignment or transfer made without such approval shall be null and void and shall not relieve the Contractor of any obligations under this Contract.

**2.31. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time, in whole or in part, or to reject any or all bids when such action is determined to be in the best interest of the City. In the event of cancellation, the City shall not be liable for any costs incurred by Bidders in the preparation or submission of a bid, or for any other expenses associated with the solicitation process.

**2.32. Confidentiality:** In performing the Work under this Contract, the Contractor may have access to non-public, confidential, or proprietary information belonging to the City or to program participants. Any such information, whether written, electronic, or verbal, shall be treated as confidential and shall not be disclosed to any third party or used for any purpose other than fulfilling the requirements of this Contract without the City's prior written consent.

This obligation shall not apply to information that:

**2.32.1.** Is or becomes publicly available through no fault of the Contractor.

- 2.32.2. Is lawfully obtained by the Contractor from a third party not under a confidentiality obligation; or
- 2.32.3. Is independently developed by the Contractor without reference to the City's confidential information.

All confidential materials shall be returned or securely destroyed upon completion of the Contract or at the City's request.

- 2.33. **Conflict of Interest:** No public official, officer, or employee of the City shall have any financial or personal interest, direct or indirect, in any Contract resulting from this solicitation. Any potential or actual conflict of interest shall be promptly disclosed to the City and managed in accordance with applicable federal, state, and local laws, as well as the City's procurement policies and ethical standards.

This provision is intended to protect the integrity of the City's procurement process and ensure the impartial administration of this Contract.

- 2.34. **Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) all Services have been fully performed and accepted by the City; or (3) the Contract is terminated for cause or convenience.

Either Party may terminate the Contract, in whole or in part, for convenience by providing written *Notice of Cancellation* to the Contractor specifying the reason for termination and the effective date, which shall be not less than thirty (30) calendar days from the date of notice, unless a shorter period is mutually agreed upon.

Termination for **cause** may occur in the event of the Contractor's failure to perform in accordance with the terms, conditions, or specifications of the Contract. In such a case, the City may obtain substitute services, and the Contractor shall be liable for any additional costs incurred by the City as a result.

- 2.35. **Employment Discrimination:** During the performance of the Contract, the Contractor agrees to:

- 2.35.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any other legally protected status, except where such condition is a legitimate occupational qualification reasonably necessary for the normal operation of the business. The Contractor shall post notices in conspicuous places visible to employees and job applicants, setting forth the provisions of this nondiscrimination clause.
- 2.35.2. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.
- 2.35.3. Notices, advertisements, and solicitations placed following applicable federal, state, and local laws, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

**2.36. Immigration Compliance:** The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local laws and regulations related to immigration.

The Contractor shall not knowingly employ or subcontract with any individual who is not authorized to work in the United States during the term and performance of the Contract.

Any violation of this requirement shall constitute a material breach of the Contract and may result in immediate termination and potential legal action as permitted by law.

**2.37. Failure to Deliver:** If the Contractor fails to fulfill its obligations under this Contract—including, but not limited to, timely performance of services, adherence to specifications or treatment standards, required scheduling commitments, or compliance with any contractual requirement—the City may, after providing oral or written notice (with any oral notice documented in the contract file), obtain substitute services from alternate sources. The Contractor shall be liable for any additional costs, losses, or damages incurred by the City because of such failure.

In instances of nonperformance, the City may take progressive corrective action as appropriate. However, if the failure materially delays service delivery, results in defective or non-conforming Work, or disrupts program operations, the City reserves the right to take immediate action—including suspension or termination of the Contract—and to pursue any remedies available at law or in equity.

**2.38. Failure to Enforce:** The City's failure to enforce any provision of this Contract at any time shall not be construed as a waiver of that provision or of any other right under the Contract. No failure or delay by the City in exercising any right, power, or remedy shall impair or limit such right or be deemed a waiver thereof. The City may enforce any provision of this Contract at any time in accordance with its terms.

**2.39. Force Majeure:** The Contractor shall not be held liable for failure to perform its obligations under the Contract when such failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fires, floods, legal strikes, civil disturbances, wars, governmental actions, supply chain interruptions, or other unforeseen events that could not have been reasonably anticipated or avoided.

This exemption shall not apply if the Contract specifically provides otherwise. The Contractor shall provide the City with prompt written notice of any event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

If the delay extends beyond a reasonable period, the City may, at its sole discretion, terminate the Contract in whole or in part without penalty.

**2.40. Independent Contractor:** The Contractor is and shall remain an independent contractor for all purposes under this Contract. Neither the Contractor nor any of its employees, agents, or subcontractors shall be deemed to be employees, representatives, or agents of the City. The Contractor shall have no authority to bind

the City to any agreement, obligation, or liability except as expressly provided in this Contract.

The City shall not be liable for any negligence, misconduct, or wrongful acts or omissions of the Contractor or its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable federal, state, and local taxes, including income taxes, unemployment taxes, Social Security contributions, and any other required withholdings or payments.

The Contractor and its personnel are not eligible for, and shall not participate in, any benefits provided by the City to its employees, including but not limited to health insurance, retirement benefits, leave benefits, or Workers' Compensation coverage.

**2.41. Nonconforming Terms and Conditions:** A bid that includes terms, conditions, exceptions, or qualifications that do not conform to the requirements of this Invitation for Bid (IFB) may be rejected as non-responsive. The City reserves the right, at its sole discretion, to allow a Bidder to withdraw any nonconforming terms or conditions prior to the City's determination of non-responsiveness.

Examples of non-responsiveness include, but are not limited to:

- Submission of the bid on forms other than those provided or approved by the City.
- Alteration, interlineation, erasure, or detachment of any portion of the official bid forms.
- Inclusion of unauthorized additions, conditions, alternate bids, limitations, or irregularities that make the bid incomplete, indefinite, or ambiguous.
- Failure to acknowledge receipt of all issued Addenda.
- Failure to provide required unit pricing or extended pricing for all items, except where alternates are expressly permitted,
- Submission of pricing that, in the City's judgment, is unbalanced such that one or more items do not reasonably reflect its proportional cost or include inadequate or excessive prices.
- Inclusion of terms that tie this bid to any other bid, solicitation, or contract; or,
- Failure to calculate, format, or present bid prices in the manner required by this solicitation.

**2.42. Evaluation of Bids and Bidders:** The City reserves the right to:

- Reject any or all Bid(s)
- Waive any informalities or technical irregularities
- Consider any prompt payment discounts offered by the Bidder
- Negotiate final terms with the successful Bidder

- Take into consideration the past performance on previous contracts or purchase orders with the City of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining the final award
- Disregard any nonconforming, nonresponsive, or conditional Bids

Discrepancies between the written amount and figures will be resolved in favor of the written amount. Discrepancies between unit prices and extended prices shall be resolved in favor of the unit prices. Discrepancies between column totals and correct sums shall be resolved in favor of the mathematically correct total. Corrected extensions and totals will be shown in the City's bid tabulation.

The City may consider the Bidder's responsibility, qualifications, and performance history, as well as operating costs, quality and reliability of Services, scheduling and performance history, correction or warranty practices, responsiveness, and any ongoing commitments, if applicable.

The City may conduct any investigation it deems necessary to evaluate a Bidder's financial capability, integrity, and ability to perform the specified Services in accordance with the Contract Documents. The Bidder shall provide all information and data requested by the City to support this evaluation.

By submitting a Bid, each Bidder authorizes the City to obtain reference information regarding its past performance and releases both the City and any entity providing such information from liability related to the disclosure

If the Contract is awarded, it will be made to the lowest responsive and responsible Bidder whose bid best meets the City's requirements and interests. The City reserves the right to accept or reject any portion of the Bid Schedules or alternates, either in whole or in part.

**2.43. Services, Work Product, and City Ownership:** All records, reports, treatment logs, site observations, application data, schedules, correspondence, photographs, documentation, and any other materials or deliverables created, developed, compiled, or prepared by the Contractor in the performance of Services under this Contract ("Work Product") shall be and remain the sole and exclusive property of the City upon creation. The Contractor shall have no ownership, copyright, or proprietary rights in any such Work Product.

All information, data, records, or materials provided to the Contractor by the City, or obtained by the Contractor in connection with the performance of Services—including but not limited to homeowner information, program participation records, ash tree inventory data, GIS information, or treatment specifications—shall likewise remain the exclusive property of the City. Such information shall not be used, disclosed, or distributed for any purpose other than performing the Services under this Contract, unless required by law or expressly authorized in writing by the City.

Upon request by the City, or upon termination or expiration of this Contract, the Contractor shall promptly return or securely transmit all Work Product and all City-provided information. No copies shall be retained by the Contractor except as required for legal or regulatory compliance.

The obligations of this Section shall survive the termination or expiration of the Contract.

**2.44. Patents and Copyrights:** The Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including attorney's fees) arising out of or related to any actual or alleged infringement of any patent, copyright, trademark, or other intellectual property right associated with the Contractor's Work Product, materials, documentation, reports, or any other items furnished or used in the performance of this Contract.

In no event shall the City be liable to the Contractor for any damages, awards, or expenses arising from such claims. If any Work Product or material provided by the Contractor is determined to infringe on the rights of a third party, the Contractor shall, at its own expense and at the City's option:

1. Obtain for the City the right to continue using the item.
2. Replace the item with a non-infringing equivalent; or
3. Modify the item so that it becomes non-infringing while remaining compliant with the Contract requirements.

Any failure by the Contractor to fulfill these obligations shall constitute a material breach of the Contract and may result in termination of the Contract.

**2.45. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising under or related to the Contract shall be brought in the District Court of the 21<sup>st</sup> Judicial District, Mesa County, Colorado. In the event of a conflict between the body of the Contract and any incorporated or referenced document, the provisions of this Contract shall govern and control.

**2.46. Expenses:** The Contractor is solely responsible for all costs and expenses incurred in preparing, submitting, or presenting a bid in response to this solicitation. Under no circumstances shall any such costs be reimbursed by, or charged to, the City, regardless of whether a Contract is awarded.

**2.47. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.

**2.48. Public Funds and Non-Appropriation of Funds:** Payment for all Services performed under this Contract is contingent upon the availability and annual appropriation of funds by the City of Grand Junction for the applicable fiscal year. Under Colorado law, public funds may not be obligated or expended beyond the fiscal year for which a budget has been duly approved. Accordingly, any contractual

commitments extending beyond the current fiscal year are subject to annual budget appropriation by the City Council.

If funds are not appropriated or otherwise made available for the continuation of this Contract in any subsequent fiscal year, the City may terminate the Contract without penalty or further obligation. Such termination shall not constitute a breach of contract and shall not give rise to any claim for damages, lost profits, or additional compensation of any kind.

**2.49. Piggyback:** Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Contractor and other governmental entities, the contract may be extended for use by additional agencies, subject to the specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall establish its own separate contract with the Contractor, issue its own purchase orders, be invoiced directly, make its own payments, and provide its own tax exemption certificates, if applicable.

It is expressly understood that the City is not a party to any contract formed between the Contractor and any other governmental entity under this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

**2.50. Definitions:** Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

- 2.50.1.** “Bidder” refers to the individual or entity legally authorized to submit a bid response to this solicitation on behalf of the Vendor or Contractor.
- 2.50.2.** “Contractor,” or “Vendor” refers to the individual, organization, or business entity identified in the Bid and throughout the Contract, including its authorized representatives, employees, and agents responsible for fulfilling the obligations of the Contract.
- 2.50.3.** “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- 2.50.4.** The “Contract Sum” refers to the total amount payable by the City to the Contractor for the Services performed, materials used in performing the Services, and any associated obligations undertaken under the Contract. Any changes to the Contract Sum must be authorized in writing by both Parties.
- 2.50.5.** “Contract Time” means the period specified for performance, inspection, and acceptance of the Services under the Contract, beginning on the effective date of the Notice of Award or Purchase Order and ending upon completion, expiration, or termination as set forth in the Contract Document.

- 2.50.6.** “Project” or “Work” refers to tree treatment and related professional services, including trunk injection, site assessments, documentation, and all other tasks required under the solicitation and the resulting Contract Documents.
- 2.50.7.** “Subcontractor” means any individual, firm, or other legal entity that has a direct contractual agreement with the Contractor to perform a portion of the Services under this Contract. The term includes the Subcontractor’s employees, agents, and authorized representatives.

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## **Section 3.0: Scope of Work**

### **3.1. General**

The City of Grand Junction is soliciting competitive bids from qualified and licensed tree service providers to perform trunk injection treatments for ash trees on private residential properties within City limits as part of the Private Ash Tree Assistance Cost Share Program. The selected Contractor(s) will provide professional pesticide application services using an insecticide containing a minimum of 4% Emamectin Benzoate as the active ingredient, in accordance with all manufacturer specifications and regulatory requirements. Contractor(s) shall use application systems that do not leave injection plugs within the tree following treatment.

### **3.2. Contractor Qualifications – Required**

To be considered responsive, bidders must:

- Hold a current Colorado Commercial Pesticide Applicator's License.
- Employ at least one (1) Qualified Supervisor (QS) or Certified Operator (CO) on each treatment crew.
- Employ at least one (1) International Society of Arboriculture Certified Arborist available for support to treatment crews when necessary.
- Have a minimum of five (5) years of pesticide application experience and at least three (3) years of trunk injection experience.
- Employ administrative support staff to process requests, manage a shared Google spreadsheet, and provide customer service responses to residents requesting treatment.

Documentation of licensing, experience, and ability to provide customer support shall be submitted with the bid.

### **3.3. Scope of Work**

The Contractor shall:

1. Receive and respond to service requests requested by the City within 3 business days, letting applicants know their application was received and providing details of follow-up steps from the vendor.
2. Maintain updated records within a shared electronic treatment spreadsheet that includes treatment records, property owner data, tree details, ash tree numbers and locations, and details on the status of treatment. The Contractor shall maintain the data within the spreadsheet by updating it weekly, including new applications and plans.
3. The Contractor shall track treated trees and work with the City to monitor the frequency of treatments at individual properties to ensure trees are treated on a rotation frequency of no sooner than three years.

4. Applications shall have priority for treatment based on its submission date. If property owners are not responsive to the Contractor's requests for approving treatment, the priority for that property may be pushed back with City Forester approval.
5. Schedule site visits with homeowners to confirm tree eligibility.
6. Perform trunk injections on eligible ash trees meeting these criteria:
  - DBH  $\geq$  8 inches.
  - $\leq$  30% canopy decline.
  - Adequate irrigation and no extreme drought stress.
7. Use approved injection methods and insecticides as reviewed by the City Forester.
8. Submit monthly invoices summarizing the details of completed treatments and the City's amount due.

### **3.3.1. Schedule**

All trunk injection treatments shall be performed between **May 1 and October 31, 2026**, weather permitting, or as otherwise approved in writing by the City Forester.

The Contractor shall make commercially reasonable efforts to complete approved treatments within **twenty-one (21) calendar days** of homeowner confirmation. The City recognizes that treatment demand may be concentrated during the early part of the treatment season or during periods of high program participation.

If the Contractor anticipates that treatment volume, weather conditions, staffing limitations, or other operational constraints will prevent completion within the twenty-one (21) calendar-day timeframe, the Contractor shall notify the City in writing as soon as practicable and propose a revised treatment schedule for City review and approval.

### **3.3.2. Safety and Inspection**

The City Forester may inspect treatment work and injection methods at any time. The awarded Contractor must ensure that all operators follow the manufacturer's safety procedures and the regulations of the Colorado Department of Agriculture.

## **3.4. Special Conditions and Provisions**

### **3.4.1. Questions Regarding Solicitation Process or Specifications**

All questions regarding the solicitation process or technical specifications shall be submitted in writing by email no later than the **Inquiry Deadline** stated in this solicitation to:

Kathleen Franklin  
Purchasing Agent  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

### **3.4.2. Materials Specifications Sheets**

Bidders shall submit product data sheets, manufacturer's specifications, and Material Safety Data Sheets (SDS), as applicable, with its bid submittal. Failure to provide such documentation may render the bid non-responsive.

### **3.4.3. Annual Program Funding, Cost-Share, and Not-to-Exceed (NTE) Amount**

For the 2026 contract year, the City has established an NTE program of **Twenty Thousand Dollars (\$20,000)** for the Private Ash Tree Treatment Program. Each subsequent contract year shall be subject to annual appropriation by the City Council, and the City will establish a new NTE amount based on available funding.

The Contractor's total compensation from the City shall not exceed the annual NTE amount for any contract year, regardless of the number of eligible trees or homeowner participation levels.

Under the cost-share program, each participating homeowner shall pay fifty percent (50%) of the treatment cost directly to the Contractor, based on the awarded unit price per inch DBH (Diameter at Breast Height). The City will reimburse the remaining fifty percent (50%) of the treatment cost upon receipt and verification of a compliant invoice, along with all required supporting documentation.

Once the annual NTE amount is exhausted, no additional Work shall be scheduled, authorized, or performed unless and until additional funds are appropriated and approved in writing by the City. The City shall have no obligation to authorize, reimburse, or otherwise pay for any Work performed more than the established annual NTE amount.

### **3.4.4. Pricing**

All prices shall be **all-inclusive** and based on the Bidder's minimum price per property or unit price per inch DBH (Diameter at Breast Height) after exceeding the minimum. The unit price shall include all labor, materials, pesticides, chemical injectables, equipment, mobilization, travel, site preparation, cleanup, insurance, supervision, documentation, reporting, and any other costs necessary to perform the Work in compliance with this IFB. Bid pricing will establish a minimum price per property baseline that must be met before calculations based on diameter-per-inch pricing are made.

The City shall not pay, nor be liable for, any additional or hidden charges, including but not limited to taxes, fuel surcharges, environmental fees, mobilization or demobilization charges, administrative fees, trip charges, after-hours costs, interest, penalties, termination payments, attorney fees, or any other costs not expressly included in the Bidder's unit price. No separate or additional fees shall be permitted unless specifically authorized in writing by the City.

### **3.4.5. Invoices**

All invoices submitted under this Contract shall, at a minimum, include the following information:

- City Purchase Order (PO) number.
- Contractor name, business address, and contact information.
- Unique ID Numbers from the Treatment Spreadsheet applicable to the invoice.
- Total invoice amount, reflecting only approved, all-inclusive contract pricing.

The City reserves the right to return any invoice that lacks the required information or contains errors, omissions, or charges inconsistent with the Contract pricing.

#### **3.4.6. Shared Treatment Spreadsheet**

The Shared Treatment Spreadsheet shall include the following information:

- Unique ID Number
- Property owner information
  - Name, Address, Phone, Email,
- Ash tree quantity and location on the property
- Verification of City Limits
- Qualification for treatment
- Total trees treated
- Invoice amounts: total, resident, and city costs
- Second tab tracking Treatment Calculations
  - Tree ID #; Treatment Date; Tree Diameter, and Milliliters of Product

#### **3.4.7. Contract**

A binding Contract shall consist of:

1. The IFB and any Addenda
2. The Contractor's bid response
3. Any written clarifications or modifications mutually agreed upon; and
4. The City's Purchasing Department's acceptance of the bid through a "Notice of Award" or executed Purchase Order/Contract.

All exhibits and attachments referenced in this IFB are incorporated by reference.

- A. The Contract represents the complete agreement of the Parties and shall be governed solely by the specifications and requirements contained therein and applicable law.
- 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

Contract Administrator or by a modified Purchase Order/Contract before 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.

### **3.4.8. Authorized Representatives of the City**

The City shall act through its duly authorized representatives for purposes of this solicitation and any resulting Contract. Authorized representatives include the Purchasing Agent, the Contract Administrator, the City Forester, and any other City personnel designated in writing by the City.

Authority shall be exercised as follows:

- **Contractual and administrative authority** shall reside with the Purchasing Agent and Contract Administrator.
- **Technical oversight, field direction, inspection, and acceptance of Work** shall reside with the City Forester or the City Forester's designated representative.

No City employee other than those identified above shall have authority to modify the Contract, authorize additional Work, approve substitutions, or alter Contract requirements unless expressly authorized in writing.

#### **3.1.1. Contract Administrator**

The City's Contract Administrator shall be responsible for all administrative matters related to the Contract, including the issuance of contract amendments, modifications, change orders, issuance of formal notices under the Contract, coordination of administrative compliance requirements, and interpretation of the Contract requirements. All administrative correspondence, submissions, and contractual inquiries shall be directed to:

Duane Hoff Jr., CPPB  
Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

The Contract Administrator is the City's authorized representative for contractual and administrative matters only. This role does **not** include technical oversight, field direction, or acceptance of Work.

Technical supervision, field inspection, approval of treatment methods, and acceptance of Services shall be performed exclusively by the **City Forester** or the City Forester's designated representative.

**3.2. Contract Term:** The Contract shall become effective on the date it is fully executed by both Parties. Services shall commence upon receipt of written authorization from the City and shall continue through **December 31, 2026**, unless terminated earlier in accordance with the terms of the Contract Documents.

The Contract may be renewed for up to three (3) additional one-year periods, upon mutual written agreement of the Parties, under the same terms, conditions, and unit pricing as those of the original Contract, and subject to the annual appropriation of funds by the City Council. Renewal shall also be contingent upon the Contractor's satisfactory performance.

Each contract year, the City will establish an annual **Not-to-Exceed (NTE)** funding amount for the ash tree treatment program. Once the annual NTE amount is exhausted, no additional Work shall be authorized or performed unless additional appropriations are approved in writing by the City.

**3.3. Contractor's Bid Documents:** The following forms and documents must be submitted with the Contractor's bid response. Failure to provide any required document may render the bid non-responsive.

If a form or document is not listed below but is otherwise required within this solicitation, it remains the Contractor's responsibility to ensure that all required materials are properly completed and submitted with a bid response.

- Contractor's Bid Form
- Price Bid Schedule
- Subcontractor Disclosure
- Copy of Contractor's current Colorado Commercial Pesticide Applicator's License
- Completed Questionnaire

#### Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 6, 2026
Inquiry Deadline <i>No questions are accepted after this date</i>	January 21, 2026
Final Addendum Issued (if applicable)	January 26, 2026
Submission Deadline for Bids Electronic submission via BidNet® Direct only	February 4, 2026, before 2:00 p.m. MST
Notice of Award	February 13, 2026
Contract Execution	February 23, 2026
Service Start	April 1, 2026

## Section 4.0: Contractor's Bid Form

Bid Date: \_\_\_\_\_

Solicitation: **IFB-5769-26-KF, Private Ash Tree Assistance Services**

Business Name: \_\_\_\_\_

Authorized Agent Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address of Agent: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

The undersigned Bidder, in compliance with this Invitation for Bid, having examined the **Administrative Information and Instructions, General Terms and Conditions, Specifications, Special Conditions and Provisions**, and any **Addenda** thereto, hereby proposes to furnish and deliver all products, materials, and supplies in accordance with the requirements of this solicitation and any resulting Contract, within the time specified and at the prices stated below.

These prices include all costs associated with furnishing the specified products, including but not limited to materials, handling, delivery, and any other expenses necessary to fulfill the requirements set forth in the solicitation documents, of which this Bid Submittal Form is a part.

The undersigned Bidder hereby declares and stipulates that this bid is made in good faith, without collusion or connection with any person, firm, or entity submitting a bid for the same procurement. This bid is made in full compliance with all terms, conditions, and requirements of the solicitation, all of which have been carefully reviewed, understood, and accepted by the undersigned.

The Bidder further agrees that, if awarded the Contract, it will provide all required insurance certificates within ten (10) working days of the date of the Notice of Award. Submittal of this bid shall be taken by the City as a binding commitment that the Bidder is prepared to furnish all specified products and complete all requirements of the Contract in its entirety.

The City reserves the right to make the award to the Bidder whose submission is deemed most advantageous to the City, to waive any formalities or technical irregularities, and to reject any or all bids. It is further agreed that this **bid** may not be withdrawn for a period of **sixty (60) calendar days** following the bid opening. Submission of clarifications or revised information, when requested by the City, shall automatically extend the binding period for an additional **thirty (30) calendar days** from the date of such submission.

Prices in the bid response have not been intentionally disclosed to any other contractor and will not be disclosed prior to the award being made.

### **Bid Certification**

By submitting this Bid, the **Bidder** certifies that:

- The prices in this Bid have been determined independently, without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Bid in a manner that restricts competition.
- The individual signing this Bid is a duly authorized representative of the Bidder and has the legal authority to bind the Bidder to all representations, supporting documentation, and pricing provided in the Bid.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is **98-903544**. The Bidder certifies that no Federal, State, County, or Municipal tax will be added to the quoted prices
- The City's standard payment terms are Net30 days.
- A prompt payment discount of \_\_\_\_\_ **percent** of the net amount will be offered, to the City if the invoice is paid within \_\_\_\_\_ **days** after receipt of the invoice. The City reserves the right to consider any such discounts when determining the bid award, provided the discount terms are not less than Net 10 days.

### **Receipt of Addenda**

The undersigned **Bidder** acknowledges receipt of all Addenda issued for this solicitation, including any modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** \_\_\_\_\_

The Bidder is solely responsible for ensuring that all Addenda has been received, reviewed, and acknowledged as part of the Bid response.

### **Required Submittals (As Applicable)**

In addition to the Bid forms, the Bidder may be required to provide the following prior to Contract execution or upon request by the City.

- A **letter of authorization** signed by the entity's owner, or a **Statement of Authority** delegating authorization to act on behalf of the Bidder; and
- A completed and current IRS Form W-9.

**Signature Block (for Bid Submittal Form)**

Print Full Legal Business Name (as shown on W-9): \_\_\_\_\_

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

Authorized Agent Name & Title: \_\_\_\_\_

*The remainder of this page has been intentionally left blank.*

## Price Bid Schedule

### IFB-5769-26-KF, Private Ash Tree Assistance Services

#### Unit Price for Trunk Injection Treatment

Standard Cost per Inch DBH (Diameter at Breast Height):

\$ \_\_\_\_\_ per inch

Price per Inch Written: \_\_\_\_\_ dollars.

Minimum Cost per Property (allowance to establish a minimum cost to visit a house that may have a single 8" diameter ash tree):

\$ \_\_\_\_\_ minimum price per property

Minimum cost per property Written: \_\_\_\_\_ dollars.

*Note:* This unit price will be used to determine the Contractor's compensation under the City's cost-share program. The homeowner portion of the cost and the City reimbursement amount will be calculated based on the awarded unit price in accordance with the terms of the Contract.

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

*The remainder of this page has been intentionally left blank.*

## Subcontractor Disclosure

The undersigned Bidder intends to subcontract the following portion(s) of Services/Work:

The **Bidder** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

*The remainder of this page has been intentionally left blank.*

## Bidder Qualification Questionnaire – Tree Treatment Services

### **IFB-5769-26-KF, Private Ash Tree Assistance Services**

*(To be completed and submitted with the Bid Response)*

The purpose of this questionnaire is to evaluate the Bidder's qualifications, technical ability, experience, regulatory compliance, staffing, safety practices, and capacity to perform the Work required under this solicitation. The City may verify any information provided.

Failure to fully and accurately complete this form may result in a determination of non-responsiveness.

#### **1. Company Information**

1.1. **Legal business name:** \_\_\_\_\_

1.2. **DBA (if applicable):** \_\_\_\_\_

1.3. **Business address:** \_\_\_\_\_

1.4. **Primary contact name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

1.5. **Business structure:**

Sole Proprietor  Partnership  Corporation  LLC  Other: \_\_\_\_\_

1.6. **Years in business providing tree care or arboricultural services:** \_\_\_\_\_ years

#### **Minimum Qualification – Required**

The Bidder must have at least five (5) years of experience in pesticide applications and at least three (3) years of experience providing professional tree care, including trunk injections and plant health care services.

Yes – Minimum qualification met

No

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#### **2. Licensing, Certifications & Regulatory Compliance**

2.1. **Colorado Commercial Pesticide Applicator License (Firm):**

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Minimum Qualification – Required**

Bidder must hold a current **Colorado Commercial Pesticide Applicator License** in good standing.

Yes – License attached

No

**2.2. Qualified Supervisor (QS) & Certified Operator (CO):**

• QS Name: \_\_\_\_\_ License #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

• CO Name(s):

\_\_\_\_\_

\_\_\_\_\_

**Minimum Qualification – Required**

The Bidder must employ at least one (1) QS or CO who will directly oversee the trunk injection activities.

Yes

No

**Minimum Qualification – Required**

The Bidder must employ at least one (1) International Society of Arboriculture Certified Arborist available for support to treatment crews when necessary.

ISA CA Name: \_\_\_\_\_ Certification #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**2.3. Pesticide Application Experience (Minimum Qualification)**

a. Years of professional pesticide application experience: \_\_\_\_\_ years

b. Years of trunk injection experience: \_\_\_\_\_ years

**Minimum Qualification – Required**

Bidder must have BOTH:

- **A minimum of five (5) years of professional pesticide application experience, AND**
- **At least three (3) years of documented experience performing trunk injection pesticide treatments.**

Yes – Minimum qualifications met

No

If "Yes," provide brief descriptions of relevant projects demonstrating these qualifications (attach additional pages as needed):

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#### **2.4. Regulatory history (past 5 years)**

Has the firm been cited or disciplined by the CDA, EPA, or other regulatory authorities?

No

Yes – attach explanation

#### **2.5. Product Documentation**

List the pesticide product(s) proposed (must meet minimum active ingredient requirement):

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**Required:** Attach **product label(s)** and **SDS**, per IFB Section 2.8.

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### **3. Experience & Past Performance**

#### **3.1. Relevant Project Experience**

Describe experience with ash tree treatment, EAB programs, or trunk injection projects:

---

#### **3.2. Approximate number of injection-treated trees (all clients):**

- 2023: \_\_\_\_\_
- 2024: \_\_\_\_\_
- 2025: \_\_\_\_\_

#### **3.3. References – Minimum of Two (2)**

##### **Project 1**

Client: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Description: \_\_\_\_\_

### **Project 2**

Client: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Description: \_\_\_\_\_

### **Project 3 (optional)**

Client: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Description: \_\_\_\_\_

### **Minimum Qualification – Required**

Bidder must provide at least **two (2)** references for similar services.

Yes

No

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## **4. Staffing, Equipment & Capacity**

### **4.1. Key Personnel for This Contract**

Name	Role	License/Certification	Years Experience

Name	Role	License/Certification	Years Experience

#### **Minimum Qualification – Required**

The Bidder must have sufficient licensed personnel to meet service timelines

Yes

No

#### **4.2. Equipment for Trunk Injection**

List injection systems, drills, PPE, vehicles, etc.:

#### **4.3. Capacity to Meet City Timelines**

Can your firm meet the following?

- Respond to homeowner inquiries within three (3) business days
- Conduct assessments promptly
- Complete trunk injections within **21 calendar days** of homeowner confirmation

#### **Minimum Qualification – Required**

Yes

No

### **5. Safety & Risk Management**

#### **5.1. Written Safety & Pesticide Handling Program**

Yes

No – attach explanation

#### **5.2. Safety Incidents (last 3 years)**

Provide OSHA or Workers' Comp incidents or state "None."

### **5.3. Spill Response Procedure**

Describe your spill response protocol:

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## **6. Reporting & Communication**

### **6.1. Homeowner Coordination Approach**

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### **6.2. Electronic Reporting Capability**

Can your business provide electronic treatment records (Excel, CSV, PDF)?

Yes

No

### **6.3. Minimum Qualification – Required**

The bidder must be capable of providing recurring treatment reports electronically.

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## **7. Financial Strength & Insurance**

### **7.1. Insurance Requirements (Section 2.15)**

Can your insurer meet all City-required coverage and endorsements?

Yes

No

### **7.2. Financial Status**

Has the firm filed for bankruptcy in the last 5 years?

No

Yes – attach explanation

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## **8. Subcontractors**

Will subcontractors be used?

No

Yes – attach Subcontractor Disclosure Form

All subcontractors must meet the same licensing and insurance requirements.

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## **9. Certification**

I hereby certify that:

- The information provided is true, complete, and accurate.
- The Bidder **meets all Minimum Qualifications** listed in this Questionnaire; and
- The City may verify any information provided.

**Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_