

DOWNTOWN DEVELOPMENT AUTHORITY, GRAND JUNCTION, COLORADO

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CONTRACT

This CONTRACT made and entered into this 1st day of February, 2016 by and between the Downtown Development Authority, Grand Junction, Colorado, (DDA) a quasi-government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "DDA" and Nuisance Animal Control Services, LLC hereinafter in the Contract Documents referred to as the "Contractor".

WITNESSETH:

WHEREAS, the DDA advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Nuisance Animal Control Services RFP-4013-15-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the DDA, and said Contractor is now ready, willing and able to perform the Work specified in the in accordance with the Contract Documents and negotiated terms. It is understood and agreed that, as per the negotiated terms, contract services for this project originally began April 2, 2015 and is retroactive to said date. Therefore, the latest these services will be re-solicited will be 2019;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract

between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Solicitation Documents for the Project; **Nuisance Animal Control Services**;
- Contractor's Proposal Response;
- Letter of Intent to award and Agreement for Negotiated Terms;
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Letter of Intent to award and Agreement for Negotiated Terms from the DDA.

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents for the contract period, the sum of **Fifty Five Thousand and 00/100 (\$55,000.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the DDA at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Downtown Development Authority Board of Directors for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the DDA. The DDA shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the DDA provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the DDA in accordance with the Solicitation.

## ARTICLE 7

Contract Binding: The DDA and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the DDA and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the DDA nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the DDA.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Downtown Development Authority, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

**DOWNTOWN DEVELOPMENT AUTHORITY, GRAND JUNCTION, COLORADO**

By: Katherine M. Portman 1-28-16  
Interim Director Date

ATTEST:

By: Susan Mueller, Sr. Adm. Asst.  
Name & Title

**NUISANCE ANIMAL CONTROL SERVICES, LLC**

By: Richard Gonzalez 1/29/2016  
Richard Gonzalez, Owner Date

ATTEST:

By: Tara Petek  
Name & Title Tara Petek - Admin Assistant  
Internal Services



**LETTER OF INTENT TO AWARD**  
**AND**  
**AGREEMENT FOR NEGOTIATED TERMS**

Date: March 19, 2015  
Company: Nuisance Animal Control Services, LLC  
Project: Nuisance Animal Control Services RFP-4013-15-DH

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Based upon review of the proposal responses received for RFP-4013-15-DH Nuisance Animal Control Services, you have been selected as the preferred proposer. It is the intent of the City of Grand Junction to award the aforementioned purchase to your company as per your proposal response, and the negotiated terms listed below:

- The remainder of the 2015 fiscal/calendar year shall remain at the current fixed contract rate of \$4,375.00 per month. The initial contract term shall be from April 2, 2015 – December 31, 2015.
- For the three additional, one year renewal options, the contract term shall be from January 1<sup>st</sup> – December 31<sup>st</sup> for each calendar year. The negotiated fixed pricing for each optional renewal shall be as follows:
  - 1<sup>st</sup> renewal option \$52,500 + \$2,500 = \$55,000 total for 2016 fiscal/calendar year
  - 2<sup>nd</sup> renewal option \$55,000 + \$2,500 = \$57,500 total for 2017 fiscal/calendar year
  - 3<sup>rd</sup> renewal option \$57,500 + \$2,500 = \$60,000 total for 2018 fiscal/calendar year
  - Services to be re-bid for 2019
- These negotiated terms are based upon the scope as defined in the solicitation documents. Any other additional requirements or change of scope shall be processed through an amendment/change order to the contract or renewal.

Please sign below for acknowledgement and acceptance of these negotiated terms.

This contract must be approved by the City of Grand Junction City Council prior to award and a contract being issued.

Upon receipt of fully signed contract, please notify Mike Vendegna - Parks Superintendent at 970-254-3843 to begin coordination of project services.

Please feel free to contact me with any questions at 970-244-1545.

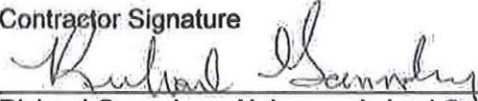
Thank you and Best Regards

Duane Hoff Jr.

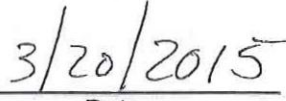
Digitally signed by Duane Hoff Jr.  
DN: cn=Duane Hoff Jr., o=City of Grand Junction,  
ou=Purchasing Division,  
email=duanehoff@city.org, c=US  
Date: 2015.03.10 16:54:35 -0800

Duane Hoff Jr., Senior Buyer

Contractor Signature



Richard Gonzalez – Nuisance Animal Control Services, LLC



Date



**Request for Proposal  
RFP-4013-15-DH**

**Nuisance Animal Control Services**

**RESPONSES DUE:**

March 12, 2015 Prior to 3:00 p.m.

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System**

**<https://www.rockymountainbidsystem.com/default.asp>**

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

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr.

Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

970-244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX OR E-MAIL IS NOT ACCEPTABLE** for this solicitation.

**REQUEST FOR PROPOSAL**  
**Nuisance Animal Control Services**

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## REQUEST FOR PROPOSAL

### SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 **Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (City) on behalf of the Parks Operations Division. All contact regarding this RFP is directed to:
- RFP Questions:**  
Duane Hoff Jr.  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)
- 1.2 **Purpose:** The City of Grand Junction, on behalf of the Parks Operations Division is requesting proposals for nuisance animal control services.
- 1.3 **The Owner:** The Owner is the City of Grand Junction Parks and Recreation Department and/or Downtown Development Authority and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 **Compliance:** All participating Offerors shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 **Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.* For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive.
- 1.6 **Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidssystem.com](http://www.rockymountainbidssystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.7 **Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.



- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61<sup>st</sup>) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.11 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at [www.gjcity.org](http://www.gjcity.org) by selecting the Bids link. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.13 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the City of Grand Junction upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in

response to this RFP, subject to limitations outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

**1.15 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with the required or proposed completion schedule
- Have a satisfactory record of performance
- Have a satisfactory record of integrity and ethics
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner
- Be able to pass a background check conducted by the Owner

**1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.

**1.17 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

**2.1 Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**2.2 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by either the City or the County.

**2.3 Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City/Mesa County.

- 2.4 Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.5 Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.6 Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.7 Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City of Grand Junction/Mesa County, shall constitute a contract equally binding between the Owner and Contractor. Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the Owner and selected Offeror shall be submitted in written form and made part of any resulting contract. No different or additional terms shall become a part of this Contract with the exception of an Amendment.

A sample Contract Document can be found on the City's website, [http://www.gjcity.org/Purchasing\\_Information.aspx](http://www.gjcity.org/Purchasing_Information.aspx) and scroll to the bottom of the page. Click on "Contract Documents".

- 2.8 Project Manager/Administrator:** The Project Manager/Administrator, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Contractor. The project manager/administrator shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.9 Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.10 Employment Discrimination:** During the performance of any services per agreement with the City/Mesa County, the Contractor, by submitting a Proposal, agrees to the following conditions:

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.11 Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.12 Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.13 Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.14 Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.15 Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.16 Indemnification:** Contractor shall defend, indemnify and save harmless the City of Grand Junction/Mesa County, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.17 Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.18 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.19 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.20 Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to a Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.21 Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City, Mesa County, Colorado.
- 2.23 Public Funds/Non-appropriation:** Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.24 Non-collusion:** Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other offeror, firm or person to submit a collusive or sham proposals in connection with the contract for which the attached proposal has been submitted. The price or prices quoted in response are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any of its agents, representatives, owners, employees, or parties in interest.
- 2.25 Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

**2.26 Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City of Grand Junction/Mesa County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City of Grand Junction/Mesa County. It does not include quantities for any other jurisdiction. The City of Grand Junction/Mesa County will be responsible only for the award for our jurisdictions. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity.

The City of Grand Junction/Mesa County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

**2.27 Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

**2.28 OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

**2.29 Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

**2.30 Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

**2.31 Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

**2.32 Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.

**2.33 Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

### SECTION 3.0: INSURANCE REQUIREMENTS

**3.1 Insurance Requirements:** The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

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

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b) and (c) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

#### SECTION 4.0: SCOPE OF WORK

**4.1. General:** The Downtown shopping park also known as Main Street Shopping Park is home to many businesses, restaurants, and entertainment establishments since it was first constructed in 1962. Main Street has been a destination of shoppers but has serviced the community as a gathering place for special events, parades, farmers market, art on the corner and the list goes on and on. In 1994 another visitor to the Main Street experience, decided Main Street was a great place to take up residence, that being pigeons and thousands of starlings. There were so many birds roosting in the large trees on Main Street that at roosting time the sky was black with birds. This abnormal population of birds left behind such a large amount of droppings each night that a severe health issue became evident. The birds were preventing use of the sidewalks, and sitting under the trees was not advised. The Parks Department conducted a great deal of research and made a valiant effort not to harm the birds, but entice them to move to a more suitable location. These efforts continued from 1994 until 2005 with moderate to fair success.

In 2005 the Downtown Development Authority's, Executive Director brought it to the Parks Department attention that the pigeon population in the downtown area had gotten far beyond controllable levels. They were roosting in HVAC units, attics, etc. and had opened up a venue for bats. It was agreed that these problem issues had surpassed the Parks Departments abilities to control. Research took place to see if there were outside contractors with the experience and expertise to deal with these issues. At the time, only one company was found that demonstrated the abilities and skills to take on the monumental task. A contract was entered into in 2005. The Parks Department became the contact /overseer of the services provided.

**4.2. Scope of Services:** The selected contractor's services shall be all inclusive to provide the proper animal nuisance control services to include, but not be limited to the following:

- Project areas to be City of Grand Junction Properties and Central Business District within the Downtown Development Authority as designated by Owner.



1. Trapping and relocating of pigeons/starlings in the Project Area as defined by the Agreement.
2. Removal of pigeon/starling nests from properties located in the Project Area.
3. Provision and installation of pigeon/starling guards on buildings located in the Project Area.
4. Cleanup of pigeon/starling droppings at various sites in the Project Area as determined by NACS in consultation with the City.
5. Other services as requested or reasonably directed from the Owner.
6. Prairie dog control in identified project locations as requested by the Owner.
7. Beaver, Squirrel, Feral Cat, Muskrat, Raccoon control in identified project locations as requested by the Owner.

**Special Conditions & Provisions:**

- All services provided shall comply with all federal, state, and local laws, rules, and regulations.
  - **References:** Bidder shall provide a minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size. To be increasing experience in the control of nuisance animals following all federal, state and local proper and humane measures.
  - **Price:** Pricing shall be all inclusive, to include, but not be limited to: labor, materials, travel, meetings, shipping/freight, etc.

All prices shall be "F.O.B. Destination Freight Pre-Paid and Allowed". The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
  - **CONTRACT PERIOD:** The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the Owner for any contractual commitment in excess of the original contract period which is April 3, 2015 to March 31, 2016.
  - **Optional Years:** The Owner with the mutual agreement from the supplier shall have three (3) additional, one year renewal options to extend the contract based upon satisfactory performance and price stability. If the option for the renewal is exercised by the Owner, the Owner and the vendor may negotiate terms, conditions, and price. Orders placed for the option years are dependent upon the availability and actual appropriations of funds for that year.
  - **Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of

Award” or by “Signed Contract”. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

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

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

**4.2 Anticipated Schedule of Activities:**

- Request for Proposals Available February 25, 2015
- Last Day for Questions March 6, 2015
- Addendum Posted March 9, 2015
- Due Date for Proposals March 12, 2015
- Review and Shortlist for Interviews March 13 – 17, 2015
- Interviews (if required) March 19, 2015
- Selected Firm Notified March 20, 2015
- City Council Approval April 1, 2015

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

- 5.1 **Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein.

**NOTE: For proper comparison and evaluation, the Owner requires that proposals be formatted A to G.**

- Each tab category below must be labeled with the corresponding tab reference, noted below.

- A. **Cover Letter:** A cover letter shall be provided which succinctly explains the Contractor’s interest in the project. The letter shall contain the name/address/phone number/email address of the person who will serve as the principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. **Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in similar projects.
- C. **Strategy and Implementation Plan:** Describe your proposed strategy and/or plan for the project, and your philosophy on how you intend to meet the needs of the Owner.
- D. **References:** A minimum of three (3) **references** with names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size. To be increasing experience in the control of nuisance animals following all federal, state and local proper and humane measures.
- E. **Company Description:** Provide a complete company description.
- F. **Fees:** Firms shall provide a detailed, all inclusive, pricing schedule with their proposal.
- G. **Additional Information/Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Oral Interviews/Demonstrations:** The Owner may invite the most qualified rated proposers to participate in oral interviews/demonstrations.
- 6.3 Intent:** Only respondents who meet the qualification criteria will be considered for selection. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal of evaluations will be done in accordance with the criteria and procedure defined herein. Companies considered for selection will be chosen on the basis of their apparent ability to best meet the overall expectations of the Owner. The Owner reserves the right to reject any and all submittals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Strategy & Implementation Plan
- Required skills
- Demonstrated capability
- References
- Fees

- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.3. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

**SOLICITATION RESPONSE FORM**  
**RFP-4013-15-DH "Nuisance Animal Control Services"**

*Offeror must submit entire Form completed, dated and signed.*

-----  
*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
  
- Date: \_\_\_\_\_
- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

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

State number of Addenda received: \_\_\_\_\_.

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

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
Owner, State, and Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
Cell Phone Number

**SOLICITATION RESPONSE FORM**  
**RFP-4013-15-DH "Nuisance Animal Control Services"**

*Offeror must submit entire Form completed, dated and signed.*

-----  
*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

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Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Date: 3/10/2015
- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms Upon Receipt.

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

State number of Addenda received: 8

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

Nuisance Animal Control Services LLC  
Company Name - (Typed or Printed)

Richard Gonzalez  
Authorized Agent Signature

POB 201, Avon, Colo.  
Address of Offeror

970-216-9489  
Phone Number

trapperrick\_rbg@gmail.com  
E-mail Address of Agent

Richard Gonzalez  
Authorized Agent - (Typed or Printed)

Owner/Operator  
Richard Gonzalez Title

Gonzalez CO 81521  
Owner, State, and Zip Code

\_\_\_\_\_  
Fax Number

970-216-9489  
Cell Phone Number

**A. Cover Letter:**

Nuisance Animal Control Services LLC. Has the interest in providing the city of Grand Junction, Colorado. Professional Wildlife Management at an affordable rate.

Nuisance Animal Control Services llc.

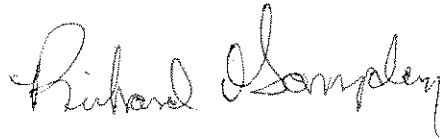
Richard Gonzalez (Authorized Contact/Presentations Person)

P.O. Box 201

Fruita, Colorado. 81521

970-216-9489

[Trapperrick.rg@gmail.com](mailto:Trapperrick.rg@gmail.com)

A handwritten signature in cursive script that reads "Richard Gonzalez". The signature is written in dark ink and is positioned to the right of the printed contact information.

## **B. Qualifications/Experience/Credentials:**

N.A.C.S. specializes in Wildlife control. & has provided control for commercial & residential owners resolving human/animal conflict for over 20 years. Prior experience with providing the city of Grand Junction with bird control, both Pigeon & Starling achieving the needs set forth by the owner. N.A.C.S. has also provided the city with Nuisance Animal control in areas identified by the city meeting the needs to resolve the issue. N.A.C.S. Has continued to provide these said services for 10 years to the city of Grand Junction.

## **C. Strategy and Implementation Plan:**

Through a three part strategy of site modification, natural predation and population control measures N.A.C.S. expects to meet or exceed the needs of the owner. With this 3-part approach N.A.C.S. will have the ability to control nuisance animals through prevention & intervention, daily control checks and current control measures, Providing the owner with same day response to remedy animal problems.

## **D. References:**

Harry Weiss, Downtown Development Director. 970-256-4132  
437 Colorado Ave. G.J. CO. 81501

Lowell Gilbert, Horizon Towers Condominiums Association  
1111 Horizon Dr. G.J. CO.81506 970-640-4482

Margaret Raabe, Homeowner. 970-245-0007 725 Golfmore Dr. G.J. CO. 81506

Gale Webb, Human Resources Director. 970-243-2434 Western Rockies Federal  
Credit Union. 2302 North Ave. G.J. CO. 81501

Mike Vendegna, Parks Superintendent. 970-254-3843  
2529 High Country ct. G.J. CO. 81501



Tom Ziola, Parks supervisor. 970-254-3821  
2529 High Country ct. G.J. CO. 81501

## **E. Company Description:**

Nuisance Animal Control Services llc. Provides professional wildlife management. Founded in 1998 offering both commercial and residential animal control services. N.A.C.S. provides 24hr. emergency services, Roadkill removal, Daily/weekly service for animal/bird control. Wildlife removal, specializing in live capture & relocation when allowed by state law.

## **F. Fees:**

To provide the city of Grand Junction the scope of services requested, Pigeon/Starling control & Nuisance Animal Control in the areas directed by the owner a proposed fee of 65,500.00 for one year of service. To be paid monthly upon receipt at a rate of 5458.33 for one year. \* Additional 3 year renewal option shall have an increase of 3 1/3 % per year should contract be extended.

## **G. Additional Information/Data**

1. Member since 2001- Nuisance Wildlife Control Operators Association.
2. Authorized by city of Grand Junction for use of explosive/noise making devices for purposes of dispersing and redirecting birds.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2016

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

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

<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Ann Heide <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> annh@hlic.com	<b>FAX (A/C, No):</b> (970) 243-3914	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b>  Nuisance Animal Control Services, LLC 141 N. Apple St. Fruita, CO 81521	<b>INSURER A:</b> Secura Insurance Company		<b>NAIC #</b> 22543
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP3235779	03/30/2015	03/30/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			A3235780	03/30/2015	03/30/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Downtown Development Authority and its employees are additional insured with regard to General Liability

### CERTIFICATE HOLDER

### CANCELLATION

Downtown Development Authority 250 North 5th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--



**CONTRACT RENEWAL**  
**#4309-16-DH**

Date: December 1, 2016

Supplier: Nuisance Animal Control Services, LLC

Project: 2<sup>nd</sup> Year Contract Renewal for Nuisance Animal Control Services, LLC  
RFP-4013-15-DH

**Congratulations, you have been awarded the 2<sup>nd</sup> year renewal option for contract #4013-15-DH for Nuisance Animal Control Services, dated April 2, 2015.**

The Contractor shall provide the products and/or services set forth in the Contract Documents dated April 2, 2015 for Solicitation No. RFP-4013-15-DH-DH for Nuisance Animal Control Services for the Downtown Development Authority only, for the negotiated annual fee of \$23,400 for the 2017 fiscal/calendar year. This renewal shall cover all services from January 1, 2017 – December 31, 2017.

Please notify Brandon Stam – Director, Downtown Development Authority at 970-255-4924 for scheduling, and return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate.

DOWNTOWN DEVELOPMENT AUTHORITY, GRAND JUNCTION, COLORADO

*Brandon Stam, Director, DDA*

Brandon Stam, Director, Downtown Development Authority

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Nuisance Animal Control Services, LLC

By: \_\_\_\_\_

DocuSigned by:  
*Richard Gandy*  
5730DBC8FF7C416...

Title: owner

Date: 12/1/2016 | 18:29 MST

# Estimate

NUISANCE ANIMAL CONTROL SERVICES  
 P.O. BOX 201  
 FRUITA, COLORADO 81521  
 970-216-9489

Date	Estimate #
12/1/2016	726

Name / Address
Downtown Development Authority Brandon Stam 437 Colorado Avenue G.J., CO 81501

			Project
Description	Qty	Cost	Total
For the D.D.A. area G.J. Co. Change of pricing. Bird Control, Nuisance Animal Control. For the year 2017.  23,400.00\$ to be paid monthly @ 1,950.00 upon receipt. Scope of work as described in contract on file.		23,400.00	23,400.00
It's been a pleasure working with you!		<b>Total</b>	\$23,400.00





**CONTRACT RENEWAL**  
**#4415-17-DH**

Date: September 14, 2017

Supplier: Nuisance Animal Control Services, LLC

Project: 3<sup>rd</sup> Year Contract Renewal for Nuisance Animal Control Services, LLC  
RFP-4013-15-DH

**Congratulations, you have been awarded the 3<sup>rd</sup> year renewal option for contract #4013-15-DH for Nuisance Animal Control Services, dated April 2, 2015.**

The Contractor shall provide the products and/or services set forth in the Contract Documents dated April 2, 2015 for Solicitation No. RFP-4013-15-DH-DH for Nuisance Animal Control Services for the Downtown Development Authority only, for the negotiated annual fee of \$23,400 for the 2018 fiscal/calendar year. This renewal shall cover all services from January 1, 2018 – December 31, 2018.

Please notify Brandon Stam – Director, Downtown Development Authority at 970-255-4924 for scheduling, and return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate.

**DOWNTOWN DEVELOPMENT AUTHORITY, GRAND JUNCTION, COLORADO**

*Brandon Stam, Director, DDA*

Brandon Stam, Director, Downtown Development Authority

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Nuisance Animal Control Services, LLC

By: Richard Gonzalez, Owner, Nuisance Animal Control Services Richard Gonzalez, Owner, Nuisance Animal Co

Title: owner

Date: 9/14/2017 | 17:19 MDT