



**Request for Proposal
RFP-5199-23-DD**

**Development of a Resiliency and
Sustainability Plan for the City of Grand
Junction**

RESPONSES DUE:

March 17, 2023, prior to 2:00 PM

Accepting Electronic Responses Only

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

www.bidnetdirect.com/colorado

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

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING REPRESENTATIVE:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

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

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is to be directed to the Purchasing Agent.

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

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

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional Consultants ("Consultant") to facilitate a planning process that culminates in the development of a comprehensive resiliency and sustainability plan ("Resiliency and Sustainability Plan") by the Consultant for use by the City and community partners.
- 1.3 Pre-Bid Meeting:** There is no pre-bid meeting to be held for this Project.
- 1.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.5 Compliance:** All Offerors submitting a proposal agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to the submittal deadline.
- 1.6 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) is contracting.
- 1.7 Submission:** See section 5.0 for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. Submittals that fail to follow this format may be ruled non-responsive.

Solicitation Opening Development of a Resiliency and Sustainability Plan RFP-5199-23-DD

Mar 17, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/719079581>

You can also dial in using your phone.

Access Code:

719-079-581

United States:

[+1 \(224\) 501-3412](tel:+12245013412)

Join from a video-conferencing room or system.

Meeting ID:

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67.217.95.2 or inroomlink.goto.com

Or dial directly:

719079581@67.217.95.2 or 67.217.95.2##719079581

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<https://meet.goto.com/install>

- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after submission deadline.
- 1.9 Withdrawal of Proposal:** A proposal must be Consultant and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.10 Acceptance of Proposal Content:** The selected proposal shall become Contract Documents. 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. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the Consultant of Consultant.
- 1.11 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. 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 Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. 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. An Offeror taking exception to the specifications does so at the Offeror's 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 any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the 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 the proposal and contract documents.

- 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 uploaded as a separate document may establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with CORA, the request shall be reviewed and decided by the Owner. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner 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 entitled “Confidential Material”. Disqualification of a proposal does not eliminate the City’s right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following requirements.
- 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.
- 1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. All proposals shall be open for public inspection after the Contract is awarded.
- 1.17 Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.18 Public Opening:** Proposals shall be opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may be present. Only the name(s) and business address of the proposing Offerors will be disclosed.

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 which shall be acknowledged by the Offeror on the Letter of Interest or

Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Consultant. By executing the Contract, the Consultant represents that it has familiarized itself with the local conditions under which the Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. The Contract Documents are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Consultant shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Services. If the Consultant observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Consultant performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services:** The Consultant shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under a Contract with the Consultant.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Consultant for the performance of the Service(s) under the Contract Documents. Upon receipt of written notice that the Service(s) is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Consultant, of the value of Service(s) performed in accordance with the Contract Documents. The Service(s) performed by the Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Consultants in the same or similar type of Service(s) in the applicable community. The Service(s) to be performed by the Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

- 2.6. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Consultant does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Consultant agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$250.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other Service of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Service, rather than having the benefit of a completed Service on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Consultant must complete the Service(s) and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Consultant considers the entire Service ready for its intended use, Consultant shall certify in writing that the Service is substantially complete. In addition to the Service being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed the Scope of Service. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Service shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Consultant's failure to complete the Service within the Contract time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Consultant's failure of timely performance, the Consultant agrees to pay these costs that the City incurs because of the Consultant's delay, and these payments are separate from and in addition to any liquidated damages.

The Consultant agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the Services if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Consultant agrees to reimburse the City for all expenses thus incurred.

- 2.7. Protection of Persons & Property:** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Consultant shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Consultant in the execution

of the services, or in consequence of the non-execution thereof by the Consultant, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.8. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the services within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract Documents. A Change Order/Amendment is a written order to the Consultant signed by the Purchasing Agent issued after the execution of the contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.9. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.10. Uncovering & Correction of Services:** The Consultant shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract Documents. The Consultant shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the Contract Documents without cost to the Owner.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the Offeror of its present responsibility to maintain the high quality, integrity, and timeliness of its services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.13. Assignment:** The Consultant shall not sell, assign, transfer or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Consultant hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- 2.15. Debarment/Suspension:** The Consultant hereby certifies that the Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be performed or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Request For Proposal.
- 2.18. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Consultant. The Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Consultant. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.20. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Consultant agrees to:
- 2.21.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.21.2.** In all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.
 - 2.21.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Consultant certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the

Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

- 2.23. Ethics:** The Consultant shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.24. Failure to Deliver:** In the event of failure of the Consultant to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Services from other sources and hold the Consultant responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.26. Force Majeure:** The Consultant 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 Consultant, unless otherwise specified in the Contract.
- 2.27. Indemnification:** Consultant shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any Consultant's agent, employee, Sub-Consultant or supplier in the execution of, or performance under, any Contract which may result from proposal award. Consultant shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.28. Independent Consultant:** The Consultant shall be legally considered an independent Consultant and neither the Consultant 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 Consultant, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Consultant any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Consultant. Further, the Owner shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.29. 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.

- 2.30. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.31. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.32. Patents/Copyrights:** The Consultant agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Consultant 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 Request For Proposal.
- 2.33. Governing Law:** Any agreement as a result of responding to this Request For Proposal shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.34. Expenses:** Expenses incurred in preparation, submission, and presentation to this Request For Proposal are the responsibility of the Consultant and cannot be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.37. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The Consultant certifies and agrees that no gratuities or kickbacks 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 Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.

- 2.40. Benefit Claims:** The Owner shall not provide to the Consultant any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the Owner for its employees.
- 2.41. Default:** The Owner reserves the right to terminate the Contract in the event the Consultant fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Consultant.
- 2.42. Multiple Offers:** If an Offeror submits more than one offer, THE ALTERNATE OFFER must be clearly marked “Alternate Offer”. The Owner reserves the right to make award in the best interest of the Owner.
- 2.43. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating Consultants. 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 Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.44. Definitions:**
- 2.44.1.** “Offeror” and/or “Proposer” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner’s RFP.
- 2.44.2.** The term “Services” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.44.3.** “City” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative(s). Based on such observations and the Consultant’s Application for payment, the City will determine the amounts owing to the Consultant and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Consultant to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Consultant and/or Sub-Consultant, or any of its agents or employees, or any other persons performing any of the Service(s).
- 2.44.4.** “Consultant” is the person, organization, or Consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term

Consultant means the Consultant or its authorized representative. The Consultant shall carefully study and compare the General Contract Conditions of the Contract, Specifications and Drawings, Scope of Services, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Consultant shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Consultant shall not commence services without clarifying Drawings, Specifications, or Interpretations.

2.44.5. “Sub-Contractor is a person or organization who has a direct contract with the Consultant to perform any of the services at the site. The term Sub-Contractor is referred to throughout the contract documents and means a Sub-Contractor or its authorized representative.

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

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Consultant 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 Consultant pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Consultant shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to the Contract. 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: Consultant shall comply with all State of Colorado Regulations concerning Workers’ Compensation insurance coverage.

(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, products and completed 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 (XCU) hazards. The policy shall contain a severability of interest 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

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interest provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every required policy 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 Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** In 2020, the City of Grand Junction community members came forward to express support for resource stewardship and sustainability during the Comprehensive Plan planning process. It was made clear that the City should “Develop and implement a comprehensive sustainability plan that addresses, among other topics, climate change.”

The City must take action to decrease greenhouse gases (GHG) and increase the health of our residents and the natural environment. In support of effective environmental and economic policy and infrastructure decisions, a Resiliency and Sustainability Plan will allow for the City to properly identify and prioritize the required initiatives, educational outreach, and policy framework needed to meet its desired outcomes.

The City seeks to develop a community Resiliency and Sustainability Plan that functions as a roadmap to improve Grand Junction as a socially fair, economically strong, and environmentally healthy place to live, work, and play. The community Resiliency and Sustainability Plan will aim to guide the City’s sustainability efforts through 2035 and will be developed through extensive stakeholder outreach to help the community realize its collective sustainability goals. The Grand Junction Resiliency and Sustainability Plan will

balance the community's environmental, economic, social, and cultural interests with the following objectives:

- Public engagement and education
 - Offering opportunities for input and education to all community members, businesses, interest groups, relevant units of government, and other parties to participate in a meaningful way throughout the entire planning process.
- Plan integration
 - Linking sustainability to land use, transportation, housing, economic development, water supply, and other planning goals and objectives.
- Alignment of internal operations
 - In the Comprehensive Plan, Plan Principle 11 emphasizes the importance of transparent government operations. A government operation baseline and action-oriented goals should be outlined in a separate section of this plan. This will help ensure that City policies, regulations, purchasing practices, and internal programs are compatible with sustainability goals.

4.2. Purpose: The purpose of this RFP is to obtain competitive proposals from qualified and professional Consultants to facilitate a planning process that culminates in the development of a comprehensive Resiliency and Sustainability Plan by the Consultant for use by the City of Grand Junction and community partners.

4.3. Plans & Specifications. In order to understand the City, the Consultant will need to review and coordinate external best practices, policies, and sustainability, resiliency, and/or climate action plans, as well as to review internal plans and goals, for its alignment and incorporation into the Resiliency and Sustainability Plan. This may include but is not limited to:

- City of Grand Junction 2020 Comprehensive Plan
- City of Grand Junction EV Readiness Plan (upon completion)
- City of Grand Junction Strategic Priorities Matrix
- City of Grand Junction Urban Forestry Management Plan
- City of Grand Junction Pedestrian and Bicycle Plan
- City of Grand Junction Shared Micromobility Pilot Program
- Grand Valley Regional Water Conservation Plan
- Mesa County Community Health Needs Assessment
- Grand Junction Housing Needs Assessment
- Parks, Recreation, and Open Space Plan
- Grand Junction Hazards Mitigation Plan
- State of Colorado GHG Pollution Reduction Roadmap

A strong relationship with open communication must be built between the Project Management team and the Consultants. Regular meeting will be held to remain up to date on progress and upcoming events. The Project Management team will serve as the point of contact between the Consultant and the steering committee, as well as between the Consultant and the general public.

4.4. Special Conditions & Provisions:

4.4.1 Pre-Bid Meeting: There is no pre-bid meeting to be held for this Project.

4.4.2 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed.

4.4.3 Price: Pricing shall be established as **“a lump sum”** and shall be all inclusive to include but not be limited to: all remaining design and contract administration, labor, travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

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

Contractor shall submit its pricing utilizing the attached form in Section 7.0 Solicitation Response Form.

All fees will be considered by the Owner to be negotiable.

4.4.4 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.4.5 Project Schedule: Offeror shall include a project schedule, delineating the calendar of events proposed to meet the projected deadline of May 31, 2024.

4.4.6 Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror’s response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City’s Purchasing Department’s acceptance of the proposal by “Notice of Award”. All Exhibits and Attachments included in the RFP 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 Offeror and the Purchasing Agent or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror 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.

4.4.7 City Point of Contact: The Point of Contact for this Project is Jennifer Nitzky. During the planning process, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Community Development
Attn: Jennifer Nitzky, Sustainability Coordinator
jennifern@gjcity.org
250 N. 5th St.
Grand Junction, CO 81501

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

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

4.5 Scope of Services:

The Consultant will assist in determining the final scope of the Resiliency and Sustainability Plan via a collaborative planning process involving City staff, a council-appointed steering committee, and general community members in iterative workshops and other forms of public engagement. The final report should focus on four to six community focused sustainability categories. The following priorities were determined in the 2020 Comprehensive Plan regarding Resource Stewardship:

1. Promote water conservation and protect water quality.
2. Promote the use of sustainable development and waste reduction practices.
3. Refocus conservation and sustainability efforts to achieve improved public and environmental health.
4. Preserve unique assets, such as scenic, riparian, recreation areas, and wildlife habitat.
5. Manage the City's urban forest and water wise landscaping within the City.

This shall serve as a starting point for determining which focus areas are prioritized. Consultants will assist in determining where community priorities currently lie. The above priorities may remain of the utmost interest but may also be replaced by other categories. In addition to those listed above, other categories may be considered and may include but are not limited to:

- Energy use reduction
- Renewable energy use
- Waste reduction/diversion
- Water conservation
- Alternative transportation
- Local food systems
- Green infrastructure and green buildings
- Urban Tree Canopy cover
- Recreation and open space
- Affordable housing
- Sustainable economic development
- Improved air and water quality
- Sustainable land use and urban design

Additionally, the Consultant will collect, analyze, and/or appropriately format data for relevant and prioritized climate resilience initiatives, which may include:

- Community Vulnerability
 - Include identities such as race, ethnicity, nationality, sex, gender, sexual orientation, socio-economic status, ability, faith, and age. Include other indicators such as public health/healthcare, food access, transportation access, housing conditions and access, mental health vulnerabilities, waste/land conditions, internet connectivity, jobs, and utility services.
- Environmental Conditions
 - Soil, air, and water quality, water supply, tree canopy coverage, stormwater quality, biodiversity, wetlands, and heat.
- City-wide Asset Data
 - Stormwater, wastewater, roadway, sidewalk, building, and emergency response.

Deliverables in the resiliency component should include:

- Community maps
- Vulnerability assessments
- Risk analysis
- Summary reports and
- Actionable goals

4.5.1 Deliverables

The chosen Consultant will provide the following deliverable, in the sequence given:

1. A report on best practices from similar municipalities (i.e., towns of similar size, climate, and/or economic profile).
2. A report on the challenges to sustainability and resiliency for the City of Grand Junction.
3. An assessment and recommendation for the focus(es) of Grand Junction's Resiliency and Sustainability Plan.
4. A preliminary (draft), action-oriented plan with extensive stakeholder engagement to be revised before bringing to City Council.
5. A final plan for City Council adoption.

Consultants shall meet at a minimum with the steering committee at least eight times throughout the year and shall attend council workshops at least four times to provide project updates. Consultants may be asked to conduct in-person, virtual, or hybrid meetings.

Components of the final Grand Junction Resiliency and Sustainability Plan will include:

1. A community vision statement reflecting the shared values of the community.
2. An integration of the 2021 GHG emissions inventory and identified high-impact actions.
3. An outline of the City's sustainability priorities and goals.
4. Community resilience status and initiatives.
5. A review of the Grand Junction Municipal Code to account for any regulatory impediments to the plan's sustainability goals.

6. Specific benchmarks, targets, and timelines to achieve sustainability and resilience.
7. An implementation plan to designate responsibilities, track progress, and evaluate outcomes.

4.5.2 Visioning, Alternatives, & Final Plan Development

Through community-led visioning and planning, and based on data analysis, internal and external resource review, and strategies prioritized by the community, a comprehensive Resiliency and Sustainability Plan for the community shall be developed. This phase incorporates the information (qualitative and quantitative) from all other tasks and synthesizes it into one final deliverable. The final deliverable must:

- Prioritize actions, plans, policies, or other efforts to build the overall level of resilience and sustainability for the organization and community.
- Outline partnerships and collaborative opportunities for collective action.
- Identify costs, funding sources, and other methods of securing appropriate funding through grants and/or partners for future efforts undertaken by the organization and community.
- Establish key performance indicators and outcome-based metrics.
- Provide set(s) of sustainability, resilience, and equity data that may include building data connections with external partners.
- Identify community and data-driven decision-making frameworks to assist in future planning efforts.
- Include a “Plan Launch” in which the Consultant assists the organization in determining priority actions to launch first, including prioritized actions that focus on communities and populations with the greatest vulnerability.

4.5.3 Minimum Consultant Requirements:

- At least five years in the industry with experience directly related to Resilience and Sustainability Plan development.
- Successfully completed three (3) similar projects of scope and size within the last seven (7) years.
- Each Consultant must show:
 - a) Complete disclosure of any incidents or default on projects where the Consultant or related entity acted as project sponsor and the current status of such incidents.
 - b) Complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, pending legal action or other matters that might prevent the Consultant from performing the Services.

4.6 Attached Documents: Click Links for Access

1. City of Grand Junction 2020 Comprehensive Plan
[Grand Junction Comprehensive Plan RFP-5199-23-DD.pdf](#)
2. City of Grand Junction Strategic Plan
[Strategic Plan RFP-5199-23-DD.html](#)
3. City of Grand Junction Urban Forestry Management Plan
[Forestry Plan RFP-5199-23-DD](#)

4. City of Grand Junction Pedestrian and Bicycle Plan (Draft)
[Pedestrian and Bicycle Plan RFP-5199-23-DD](#)
5. City of Grand Junction Shared Micromobility Pilot Program
[Shared Micromobility Pilot Program RFP-5199-23-DD](#)
6. Grand Valley Regional Water Conservation Plan
[Grand Valley Regional Water Conservation Plan RFP-5199-23-DD](#)
7. Mesa County Community Health Needs Assessment
[Mesa County Community Health Needs Assessment RFP-5199-23-DD.pdf](#)
8. Grand Junction Housing Needs Assessment
[Grand Junction Housing Needs Assessment RFP-5199-23-DD](#)
9. Parks, Recreation, and Open Space Plan
[Parks, Recreation, and Open Space Plan RFP-5199-23-DD.pdf](#)
10. Mesa County Hazard Mitigation Plan
[Mesa County Hazard Mitigation Plan RFP-5199-23-DD](#)
11. State of Colorado GHG Pollution Reduction Roadmap
[State of Colorado GHG Pollution Reduction Roadmap RFP-5199-23-DD.pdf](#)

4.6 RFP Tentative Time Schedule:

- | | |
|---|------------------------|
| • Request for Proposal available: | February 16, 2023 |
| • Inquiry deadline, no questions after this date: | March 1, 2023 |
| • Addendum Posted: | March 3, 2023 |
| • Submittal deadline for proposals: | March 17, 2023 |
| • Owner evaluation of proposals: | Mar 20 - 24, 2023 |
| • Interviews (If Required) | March 29 - 30 2023 |
| • Final selection: | March 31, 2023 |
| • City Council Approval (If Required) | April 19, 2023 |
| • Contract execution: | April 21, 2023 |
| • Services begins no later than | Upon Notice to Proceed |
| • Completion | May 31, 2024 |

4.7 Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). 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 its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to I**:

- A. Cover Letter:** Cover letter shall be provided which explains the Consultant’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the Consultant’s principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Consultant. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Consultant. By submitting a response to this solicitation, the Consultant agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a Consultant/Services provider to the City of Grand Junction and include prior experience in similar projects. In addition to Section 4.5 Scope of Services, Offerors shall also provide the following information with its proposal submittal:

Development of a Resiliency and Sustainability Plan

Note: Key personnel will be committed to this project in the contract and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Higher ratings will be given to experience with similar projects. The RFP response must include the following information, which will be used to rate the Offeror’s proposal.

- a. Discuss experience of the key personnel working together on past similar projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
- b. Discuss goals and challenges on previous projects that the team was involved in and how goals were met and challenges were addressed by key personnel.

- C. **Strategy and Implementation Plan:** Describe the Consultant's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Consultant may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of the Consultant's plan and an estimate of time commitments from Owner staff.
- D. **References:** Provide references per Section 4.5 Scope of Services with name, address, telephone number, and email address that can attest to the Consultant's experience in projects of similar scope and size.
- E. **Solicitation Response Form:** Offeror shall complete and submit the attached Solicitation Response Form with its proposal.
- F. **Fee Proposal:** Provide your fee proposal, as stated in Section 4.4.3 Pricing, using the Solicitation Response Form found in Section 7.
- G. **Additional Data (optional):** Provide any additional information that will aid in evaluation of the Consultant's qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 **Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Consultant's ability to provide the Services.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

<p>The following collective criteria shall be worth 90%</p> <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (20) (Consultant has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Understanding of the Project and Objectives (20) (Consultant's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Experience (20) (Consultant's proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (30) (Consultant has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
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The following criteria shall be worth 10%
* Fees (10)

Owner reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Consultant, supplier, or service provider in determining a final award(s), if any.

The Owner may undertake negotiations with the top-rated Consultant and will not negotiate with lower rated Consultants unless negotiations with higher rated Consultants have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.

- 6.4 Award:** Consultants shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Consultant.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5199-23-DD

“Development of a Resiliency and Sustainability Plan for the City of Grand Junction”

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

1) Lump Sum Pricing: \$ _____

LUMP SUM WRITTEN: _____ **Dollars.**

The Owner reserves the right to accept any portion of the Services to be performed at its discretion. Depending on budget, Task 1, or any other component for that matter, may only be performed at this point in time.

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 Consultant 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 Consultant to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies it 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.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- 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.

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 Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name & address of Sub-Contractor</u>	<u>Description of Service to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Offer each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Offer with any other Offeror or with any competitor.