



Request for Proposal

RFP-5523-24-KF

Brand Identity Development Services for the New Community Recreation Center

Responses Due:

November 8, 2024, before 1:00 p.m. MST

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

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

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

**NOTE: All City solicitation openings will be held virtually,
information is in Section 1.8.**

Purchasing Agent:

Kathleen Franklin

kathleenf@gjcity.org

970-244-1513

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Section 1.0: Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This RFP is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.
- 1.4. **Purpose:** The City of Grand Junction, Colorado, on behalf of the Parks & Recreation Department, is seeking proposals from accomplished and qualified professional firms with expertise to assess the need for a brand identity for the new Community Recreation Center (CRC) and, if necessary, to develop a comprehensive brand. Public engagement services will be an integral part of this process. All services will be provided under the terms and conditions outlined in this RFP.
- 1.5. **The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. **Compliance:** All Proposers, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to clearly understand the requirements, or should it appear that various instructions conflict, the Proposer(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

1.7. Controlling Authority: The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.

1.8. Submission: See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, Brand Identity Development Services for the New Community Recreation Center, RFP-5523-24-KF
November 8, 2024, 1:00 p.m. (America/Denver)**

Please join the meeting from a computer, tablet, or smartphone.

<https://meet.goto.com/828040853>

Dial in using a phone.

Access Code: 828-040-853

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system.

Meeting ID: 828-040-853

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

Or dial directly: 828040853@67.217.95.2 or 67.217.95.2##828040853

Get the app now and be ready when your first meeting starts:

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

1.9. Public Disclosure: Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.

1.10. Public Disclosure Record: If the Proposer knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Proposer 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.

1.11. Collusion Clause: Each Proposer, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.

1.12. Gratuities: The Proposer shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Proposal and/or an award of a Contract, nor

were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.

- 1.13. **Ethics:** No Proposer shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.14. **Altering Proposals:** Any alterations made before the opening date and time must be initiated by the Proposer. Proposals may not be altered or amended after the submission deadline.
- 1.15. **Multiple Offers:** If a Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The Owner reserves the right to make the award in the best interest of the Owner.
- 1.16. **Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Proposer for sixty (60) days following the submittal deadline date, and only before award.
- 1.17. **Exclusions:** No oral, telephonic, emailed, or facsimile proposal will be considered.
- 1.18. **Contract Documents:** The Contract Documents consist of the complete solicitation and the Proposer's response. Solicitation documents are available on the City Purchasing website under, [Purchasing Bids](#).
- 1.19. **Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services/Work and Specifications must be submitted in writing via email to the Purchasing Agent by the inquiry deadline. Questions submitted after the deadline may not receive a response.
- 1.20. **Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Proposer to accept the obligations in the Contract may result in cancellation of the award and such Proposer may be removed from future solicitations. When a Contract is executed by and between the Proposer and the City, the Proposer may be referred to as the "Agency," "Consultant," "Contractor," or "Firm."
- 1.21. **Addendum:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. A Proposer(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.22. **Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for the award. A Proposer that takes exception to the specifications does so at the Proposer's risk. The Owner reserves the right to accept or reject any or all

substitutions or alternatives. When offering substitutions and/or alternatives, the Proposer must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Proposer has not taken exception(s), and if awarded a Contract, shall hold the Proposer responsible for performing in strict accordance with the Contract Documents.

1.23. Confidential Material: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the 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 identified with the words **“Confidential Disclosure”** and uploaded as a separate document may establish the information as confidential or proprietary. **Any material the Proposer(s) intends to be treated as confidential or proprietary must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA),** the request shall be reviewed and decided by the Owner. If denied, the Proposer will 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.

1.24. Response Material Ownership: All proposals become the property of the Owner upon receipt and may only be returned to the Proposer 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 in the materials marked as “Confidential Material.” Disqualification of a proposal does not eliminate the City’s right.

1.25. Minimal Standards for Responsible Prospective Proposers: The Proposer must affirmatively demonstrate its responsibility. To meet the minimum requirements, a prospective Proposer:

- Demonstrate the ability to adhere to the project schedule.
- Have a satisfactory record of performance of projects of similar scope and size.
- Maintain a satisfactory record of integrity and ethical conduct.
- Be qualified and eligible, based upon evaluation criteria, to receive an award and enter into a Contract with the Owner.
- Ensure that its/his/her Proposal(s) comply with the requirements provided in the “Preparation and Submittal of Proposals.”

1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is proposing, and possession of the necessary financial and other resources to complete the proposed Service/Work. Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Proposer and Proposal:

- More than one Proposal is submitted for the same Service/Work from an individual, firm, consultant, contractor, or corporation under the same or different name; and
- Evidence of collusion among Proposers. Any participant in such collusion shall not receive recognition as a Proposer for any future Service/Work of the Owner until such participant has been reinstated as a qualified Proposer.

1.27. Taxes: The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

1.28. Sales and Use Taxes: The Firm and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of sales and use tax on materials, fixtures, and equipment.

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

1.30. Public Opening: The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, representatives, and interested people may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the business location of the proposing Proposer(s) will be disclosed.

Section 2.0: General Contract Terms and Conditions

2.1. Acceptance of Terms: A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Proposer on the Letter of Interest or Cover Letter. The Proposer must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Proposer accepts all terms and conditions including compensation, as

set forth herein/the Contract Documents. A Proposer shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of 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 the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Service 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 Contract Documents intend 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 contained herein.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm 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 Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Firm 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 Firm shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services under the Contract.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Firm of the value of Service(s) performed under the Contract Documents. The Service(s) performed by the Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Agencies in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

- 2.6. 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. A Change Order/Amendment is a written order to the Firm signed by the Contact Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.7. Minor Changes in the Services:** The Owner shall have the authority to order minor changes in the Services not involving an adjustment to the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.8. Correction of Services:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Firm are found by the Owner to be non-conforming to the terms of the Contract, the Firm shall promptly correct such issues. The Firm shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.9. Acceptance Not Waiver:** The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its 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 right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.11. Assignment:** The Firm 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.
- 2.12. 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 Firm 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 as required by law.
- 2.13. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.

- 2.14. Confidentiality:** All information disclosed by the Owner to the Proposer and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the performance of such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.16. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner, or any solicitation proposal response may be rejected in whole or in part when it is in the best interest of the City.
- 2.17. Contract:** This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.18. 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.19.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.19.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
 - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ 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.

- 2.21. Failure to Deliver:** In the event of failure of the Firm to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm 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.
- 2.22. 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 at any time under the terms thereof.
- 2.23. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.
- 2.24. Indemnification:** The Firm shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.25. Independent Firm:** The Firm shall be legally considered an independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.
- 2.26. Ownership:** All documents, plans, concepts, and work prepared under the Contract, etc., created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.27. Patents/Copyrights:** The Firm agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event

shall the Owner be held liable to the Firm for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.

- 2.28. Governing Law:** The Contract and/or any agreement(s) as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.29. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.30. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq.*
- 2.31. 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 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 under Colorado law.
- 2.32. 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.
- 2.33. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery, or completion schedule(s) or otherwise performs under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.34. Piggyback:** Agreements resulting from this solicitation are intended primarily for the Owner. However, other governmental entities may be extended the opportunity to utilize the awarded Contract, contingent upon the agreement of the successful Proposer and the participating agencies. All participating entities must adhere to the specifications, terms, conditions, and contract prices established within the agreement. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required.

It is understood and agreed that the City is not a legally binding party to any contractual agreement made between another governmental entity and the Firm as a result of this solicitation. The City shall not be held liable for any costs or damages incurred by any other entity.

2.35. Definitions:

- 2.35.1.** “Agency,” “Consultant,” “Contractor,” or “Firm” is the individual, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, Contractor, Firm, or its authorized representative(s).
- 2.35.2.** “City” or “Owner” is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.35.3.** “Contract Sum” is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.
- 2.35.4.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Firm as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 2.35.5.** “Key Personnel” designates the crucial individual(s) from the Agency or Firm essential for the successful execution and completion of the Services. The individual(s) will possess specialized skills, knowledge, or experience required for the Project’s specific scope of work.
- 2.35.6.** “Proposer” refers to the person(s) legally authorized by the Agency or Firm to make an offer and/or submit a response fee proposal in response to the RFP.
- 2.35.7.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.

- 2.35.8.** “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
- 2.35.9.** “Subcontractor” is a person(s) or organization that has a direct contract with the Agency to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

Section 3.0: Insurance

- 3.1. Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurance acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm under 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 and Employers’ Liability:** The Firm shall comply with all State of Colorado Regulations concerning Workers’ Compensation and other statutory insurances as required.

- (b) **Commercial General Liability** with minimum combined single limits of:

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

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

The policy shall apply 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 contain a severability of interest provision.

- (c) **Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of:

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

ONE MILLION DOLLARS (\$1,000,000) aggregate

This coverage applies to each of the Firm's owned, non-owned, and hired vehicles used in the performance of the Services/Work.

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

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

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

This policy shall provide coverage to protect the Firm against liability incurred because of the professional services performed in response to this Solicitation.

- (e) Intellectual Property Infringement Insurance policy with a minimum of:

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

ONE MILLION (\$1,000,000) aggregate

- 3.2. Additional Insured Endorsement:** The policies required by paragraphs (b), (c), and (e) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall serve as primary insurance, with any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any Owner's insurance pool being considered excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

- 4.1. General/Background:** The City of Grand Junction is developing a new Community Recreation Center (CRC) to serve as a hub for recreation, fitness, and community engagement. This facility aims to meet the growing demand for modern, inclusive spaces that support health and wellness while offering diverse programming for residents of all ages. With input from the community, the CRC will feature state-of-the-art amenities and services designed to enhance quality of life and foster a sense of belonging across the city. For more information, visit the [Community Recreation Center Project](#).
- 4.2. Project Overview:** The City of Grand Junction is seeking professional services to evaluate the need for a brand identity for the new Community Recreation Center (CRC) and, if necessary, develop a comprehensive brand that reflects the facility's purpose and community impact.

- 4.3. Scope of Services:** The City is seeking professional services to assess the need for a brand identity for the Community Recreation Center and, if required, develop a comprehensive brand. This includes creating a name and 3-5 logo options that will influence the final signage and wayfinding program. The selected firm will facilitate public engagement through two meetings and a survey, conduct planning sessions, and present to both the Parks & Recreation Advisory Board and the City Council.
- 4.4. Experience:** The selected Firm must have a minimum of five years of experience in business as a full-service branding and marketing agency. Alternatively, if in business for fewer than five years, the agency's principal(s) must have a combined experience of 10 years. The selected Firm should have relevant experience in local government branding and marketing space, having completed at least one successful brand architecture, identity, naming, or logo graphic design project for a government entity within the last three years, utilizing a public engagement process.
- 4.5. Requirements:**
- 4.5.1.** The Proposer must demonstrate the ability to effectively plan, organize, promote, and facilitate public meetings and engagement processes that actively involve the community, fostering a sense of ownership in the branding process.
 - 4.5.2.** The Proposer must have proven proficiency in facilitating public engagement meetings, including setting ground rules, maintaining focus on the agenda and allotted time, managing dissent, and effectively guiding discussions.
 - 4.5.3.** The Proposer must designate a qualified project manager responsible for driving the project's delivery process and leading the City through the various phases of the project to completion.
 - 4.5.4.** The Proposer must possess strong public speaking skills and be capable of delivering articulate, inclusive presentations to large groups, including residents, boards, and city council members.
 - 4.5.5.** All personnel engaged in the Service for this project must likewise be qualified and licensed to perform necessary duties/roles. The Proposer may engage local, qualified partners in the design.
 - 4.5.6.** The Proposer must submit a written statement confirming the following:
 - A. Full disclosure of any incidents of default on past projects where the Firm or a related entity acted as the project designer, including the status of such incidents.
 - B. Full disclosure of any liabilities, contingent liabilities, obligations, charges, liens, covenants, off-balance sheet financing arrangements, defaults, pending legal action, or other matters that may impact the Firm's ability to execute the Project.

4.6. Deliverables:

- 4.6.1. Facilitation of two (2) public engagement meetings.
- 4.6.2. Development and administration of one (1) public survey, utilizing the City's distribution list of 20,000 residents.
- 4.6.3. Identify and Coordinate planning meetings, before both the first and second public meeting.
- 4.6.4. One (1) meeting with the Parks & Recreation Advisory Board (PRAB), consisting of local executives and business leaders serving as a sounding board.
- 4.6.5. One (1) presentation to the City Council.
- 4.6.6. Preparation of brand standards and guidelines for logos, colors, and fonts, including digital files in common publishing formats requested by the City.
- 4.6.7. All public comments, whether by hard copy or electronic survey, are to be preserved, scanned, and provided electronically to the City.

4.7. **Project Schedule:** Proposer shall include a project schedule, delineating the calendar of events proposed to meet the projected deadline of **May 15, 2025**.

4.8. Special Conditions & Provisions:

4.8.1. Questions Regarding the Solicitation Process or the Scope of Services:

Kathleen Franklin, Purchasing Agent

kathleenf@gjcity.org

4.8.2. **Budget:** The project budget shall not exceed \$50,000.

4.8.3. **Non-Exclusive:** This Contract is non-exclusive. The City reserves the right, at its sole discretion, to engage other entities for services covered by this contract. Similarly, the Firm is not obligated to maintain an exclusive working relationship with the City and retains the right to enter a contract(s) for similar services with other parties.

4.8.4. **Fee/Price Proposal:** Pricing for the services shall be "all-inclusive" encompassing all relevant costs, including but not limited to labor, materials, meetings, conference calls, travel expenses, permits, fees, and any other associated costs necessary for the successful execution of the professional services.

The Firm must submit a **not-to-exceed** cost amount, using the Solicitation Response form found in Section 7.0. In Addition, the proposal must include a comprehensive cost breakdown with detailed rate sheets, outlining all applicable costs associated with delivering the services. Provide transparent hourly rates and

flat rate fees, where applicable, along with a clear payment structure for understanding billing procedures

The Owner shall not pay nor be liable for any other additional costs outside of the agreed pricing structure. This includes, but is not limited to, taxes, insurance, interest, penalties, termination payments, attorneys' fees, liquidated damages, etc.

All fees and pricing will be subject to negotiation between the Firm and the Owner.

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

4.8.6. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Proposer's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are 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 and other laws as applicable.

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 Proposer and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer 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.

4.8.7. Project Manager/Administrator: The Project Manager will be responsible for promptly making decisions regarding services or work proposed or performed by the Firm, ensuring they align with the defined scope of the project. The Project Manager is also tasked with approving and accepting all services and work completed under the Contract.

During the Contract period, all notices, letters, submittals, and other communications intended for the City should be directed to:

Dave Renninger, Community Recreation Center Manager
City of Grand Junction, Parks and Recreation Department
1340 Gunnison Ave
Grand Junction, CO 81501

4.8.8. Contract Administrator: The City’s Contract Administrator for this project is Duane Hoff, Jr., CPPB. All contract-related inquiries, issues, change orders, amendments, and communications during the provision of services should be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org
(970) 244-1545

4.9. Attached Documents:

Appendices* *If the link is not functioning, please try an alternate browser and refresh the page.*

There are no attachments for this solicitation.

4.10. Tentative Calendar of Events:

- Solicitation available October 10, 2024
- Inquiry deadline, no questions after this date October 25, 2024, close of business
- Final Addendum Posted, *if required* October 29, 2024
- Submittal deadline for proposals November 8, 2024, 1:00 p.m. MST
- Owner evaluation of proposals November 8-15, 2024
- Interviews, *if required* December 2-3, 2024
- Final Selection December 9, 2024
- Contract execution December 16, 2024
- Project Completion May 15, 2025

Section 5.0: Preparation and Submittal of Proposals

Submission: *Each proposal shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>).* *This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view the **“Electronic Vendor Registration Guide”** at <https://www.gjcity.org/501/Purchasing-Bids> for details. (The purchasing agent does not have access to or control the vendor side of RMEPS. If there are website or other problems that arise during response submission, the Proposer **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP should be a single PDF document containing all necessary information. Proposers must demonstrate an interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **H** as required by the Owner for proper comparison and evaluation:

Proposals should be limited to a maximum of 40 pages

- A. Cover Letter:** The Proposer(s) must submit a cover letter that succinctly explains its interest and expertise in providing the services outlined in this Solicitation. The letter will include a summary of the Proposer's relevant qualifications, experience, and expertise.

The cover letter must include the name, address, phone number, and email address of the Firm's principal contact person, as well as identify the individual(s) authorized to make presentations and formal commitments on behalf of the Firm. The letter shall bear the signature of the person having proper authority to commit the Firm and specify its role and signature authority.

By submitting a response to this Solicitation, the Proposer agrees to all requirements outlined herein, including compliance with all contractual, legal, and ethical standards related to the project.

- B. Solicitation Response Form:** The Proposer must complete and submit the Solicitation Response Form, found in Section 7.0, as part of the proposal.
- C. Qualifications, Experience, Credentials, and Capacity:** The Proposer must present its qualifications, relevant experience, and the capacity to successfully deliver the branding and public engagement services required for this project. The proposal should include detailed resumes of key personnel, highlighting qualifications, relevant experience, and office locations.

The Proposer should emphasize a proven track record of managing similar branding and public engagement projects, with a focus on meeting deadlines, staying within budget, and achieving high-quality outcomes. A highly skilled and experienced project team is essential to the successful execution of the project and achieving the City's objectives.

- D. Strategy and Implementation Plan:** The Proposer must provide a detailed strategy for delivering the professional services outlined in the Scope of Services that aligns with the City's objectives for the Community Recreation Center branding project. The plan should demonstrate the Proposer's understanding of the City's goals, particularly the development of a brand identity, and outline the best approach for executing the brand assessment, creation, and public engagement efforts.

The plan should highlight any value-added components, including innovative approaches to public engagement, branding design, or strategies for community involvement.

An implementation schedule must be provided, clearly outlining key milestones, deadlines, and deliverables, along with the time and resources required from City personnel. This comprehensive plan will showcase the Proposer's capability to meet the City's objectives and successfully deliver an impactful and high-quality brand identity for the facility.

- E. References:** Proposer(s) must provide at least three (3) references from the past two years, ideally from clients in similar fields, who can attest to the Firm's experience in delivering branding services, public engagement, or similar professional services. These references should confirm the Firm's ability to deliver services aligned with the scope and scale outlined in this RFP.

For each reference, include:

- (a) Client's name and address
- (b) Point of contact (name, telephone number, and email address)
- (c) Dates of service
- (d) The Firm's key personnel assigned to the project and identify the specific roles in delivering the branding and public engagement services
- (e) Description of services provided, specifically focusing on branding development, public engagement, or similar projects
- (f) Number of public meetings or engagement sessions conducted, and a description of the methods used to gather community input
- (g) Original Budget and final project cost

- (h) Explanation of any variations from expected outcomes or discrepancies in the project scope or cost

This information will allow the City to thoroughly evaluate the Firm's effectiveness, reliability, and transparency in providing similar branding and engagement services.

- F. Legal Proceedings/Lawsuits:** Provide a comprehensive list of any legal proceedings or lawsuits involving the Firm, employees, or subcontractors of the Firm who may be providing Services to the City. The list shall include current litigation and the status, and any matter(s) filed, settled, and/or otherwise adjudicated in the last five years. For each instance describe the underlying reason or cause of action, as well as the outcome or status.
- G. Fee/Pricing Proposal:** Proposers must submit a detailed fee proposal, as specified in Section 4.8.4., along with a completed and signed Solicitation Response Form, located in Section 7.0.
- H. Additional Data:** Provide any additional information relevant to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, sustainability practices, methodologies, or any other information that could enhance the evaluation of the Firm's suitability to deliver the services outlined in this solicitation.

Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Proposer's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria, categories, and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Proposer, or Firm in determining a final award(s), if any.

Evaluation Criteria & Weighted Values will be worth ninety (90) %

- **Responsiveness of Submittal to the RFP (10) %**
Evaluation of how well the proposal addresses and conforms to all aspects of the RFP, including completeness, accuracy, and adherence to preparation and submittal instructions.
- **Understanding of the Services and Objectives (20) %**
Assessment of the Proposer's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to articulate how its proposed approach aligns with the objectives.
- **Qualifications, Experience, Credentials, Capacity thirty (30) %**
The Proposer's demonstrated expertise in the successful execution and delivery of comparable Services. The Proposer showcased the ability to exhibit the requisite skill levels, certifications, and all other essential competencies necessary to deliver the services.
- **Strategy & Implementation (30) %**
Proposer has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item D – Strategy and Implementation Plan for details.

The following Criteria shall be worth twenty (10) %

- **Fees (10) %**
All fees associated with the Services are provided and are complete and comprehensive.

- 6.4. Shortlisting Proposers:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Proposers for clarification of its proposal.
 - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.
- 6.5. Negotiations:** The City reserves the right to negotiate with the highest-rated Proposer(s) and will not engage in negotiations with lower-rated Proposer(s) unless negotiations with higher-rated Proposer(s) have been unsuccessful and are subsequently terminated. The selected Firm may submit revisions to its proposal, including but not limited to adjustments to price, best and final offer, and technical aspects, because of negotiations, if deemed in the best interest of the City.
- 6.6. Interview(s):** The Owner reserves the right to invite the highest ranked Proposer(s) to participate in a virtual, or in-person interview(s) if needed. Shortlisted Proposer(s) will be notified of the interview process, including format, duration, and location, following the RFP shortlist selection process.
- 6.7. Reference Checks:** The City reserves the right to conduct reference checks with the top-ranked Proposer(s) to verify its past performance, experience, and ability to deliver the services outlined in this solicitation. These reference checks will help confirm the Proposer's qualifications, reliability, and adherence to project timelines and budgets, ensuring a successful relationship.
- 6.8. Award:** Proposer(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Project Firm.

Section 7.0. Solicitation Response Form

RFP-5523-24-KF

“Brand Identity Development Services for the New Community Recreation Center”

The Proposer must submit the entire form, either typed or printed, fully completed, dated, and signed

1) **Total Cost for Services as Described, Not-to-Exceed:** \$ _____

Total Not-to-Exceed Cost Written:

_____ **dollars**

The City reserves the right to accept any portion of the services to be performed at its discretion.

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

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

The undersigned Proposer accepts and agrees, by the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Proposer acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

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

Prices in the Proposal have not knowingly been disclosed with another Proposer and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.

- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and fees/prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- The 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 Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

The Proposer is responsible for ensuring all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Proposer. Before executing a Contract, the Proposer must furnish a completed W-9 form.

Entity Name

Authorized Agent Name, & Title

Authorized Agent Signature

Telephone Number

Address of Proposer

E-mail Address of Agent

City, State, and Zip Code

Date

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

<u>Name, address, city, and state of Subcontractor</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value & % of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal 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 Proposal with any other Proposer or with any competitor.