



## Request for Proposal

RFP-5625-25-DD

### Final Design for Whitman Park

#### **RESPONSES DUE:**

March 18, 2025, Prior to 2:00 PM (Mountain Time)

**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 1.10.***

#### **Purchasing Agent:**

Dolly Daniels

[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

970-256-4048

# **REQUEST FOR PROPOSAL**

## **Section**

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

**Appendices (Click on Links Noted in Section 4.5)**

**Attachment A Whitman Park August 19, 2024 Schematic Design Final Presentation to City Council**

**Attachment B Whitman Park May 13, 2024 Preliminary Design Public Presentation**

**Attachment C Whitman Park 2024 Schematic Design Full Cost Estimates**

**Attachment D Whitman Park Basemap With Aerial Missing Trees**

**Attachment E Whitman Park Renovation Timeline**

**Attachment F Whitman Park Sanitary**

**Attachment G CDOT Plans for I-70 B (Ute and Pitkin Avenues)**

**Attachment H Whitman Park Tree Protection Zones**

**Attachment I 4<sup>th</sup> and 5<sup>th</sup> Improvement Plans**

## 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:

Dolly Daniels  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

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

- 1.4. **Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional Firms specializing in the design of modern, urban park facilities designed for community use. The project will finalize the Design of Whitman Park, currently at the schematic design level. This schematic was created after robust public engagement and planning in 2024. The full design of up to 100% construction documents is required to be completed no later than September 19, 2025. The delivery method is planned to be design-bid-build.
- 1.5. **Optional Pre-Bid Site Visit Meeting:** Interested Offerors are strongly encouraged to attend a site visit meeting. The purpose of the site visit meeting will be to inspect the site and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on March 3, 2025, at 3:00 PM at Whitman Park, 300 South Fourth Street, Grand Junction, Co 81501.** Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

- 1.6. **Optional Virtual Pre-Bid Meeting:** If unable to attend the Site Visit, interested Offerors are encouraged to attend a **non-mandatory virtual pre-bid meeting on Tuesday, March 4, 2025, at 11:00 AM.** The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). To join the virtual meeting, please click the TEAMS link below.

**Microsoft Teams [Need help?](#)**

**[Join the meeting now](#)**

**Meeting ID: 219 488 534 019**

**Passcode: 3FC7i5DX**

- 1.7. **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.
- 1.8. **Compliance:** All Proposers, by submitting a proposal, commit to adhere to all terms and conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to understand the requirements clearly, or should it appear that various instructions conflict, the Proposer(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.9. **Controlling Authority:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.10. **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 Final Design for Whitman Park**

**Mar 18, 2025, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/519964701>

You can also dial in using your phone.

Access Code: 519-964-701

United States: [+1 \(872\) 240-3412](tel:+18722403412)

Join from a video-conferencing room or system.

Meeting ID: 519-964-701

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 519964701@67.217.95.2 or 67.217.95.2##519964701

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

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

- 1.11. **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.

- 1.12. **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.
- 1.13. **Collusion Clause:** The 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.
- 1.14. **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.
- 1.15. **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.
- 1.16. **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.
- 1.17. **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.
- 1.18. **Withdraw of Proposals:** A proposal must be Firm and valid for award and may not be withdrawn or canceled by the Proposer for ninety (90) days following the submittal deadline date, and only before award.
- 1.19. **Exclusions:** No oral, telephonic, emailed, or facsimile proposal will be considered.
- 1.20. **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](#).
- 1.21. **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 no later than the close of business on the inquiry deadline. Questions received after the deadline may not be addressed.
- 1.22. **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 “Consultant,” or “Firm.”

- 1.23. 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).
- 1.24. 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.
- 1.25. 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.
- 1.26. 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 rights.
- 1.27. Minimal Standards for Responsible Prospective Proposers:** The Proposer must affirmatively demonstrate its responsibility. To meet the minimum requirements, a prospective Proposer:

- 1.27.1. Possess adequate financial resources or the ability to secure such resources to ensure the Firm's solvency and project capacity. Refer to Section 5.0.G for information.
- 1.27.2. Demonstrate the ability to comply with the required or proposed schedule. Provide documentation of past projects completed within the last two years, including a comparison of original schedules to actual completion dates, and an explanation of the methods used to manage and mitigate delays.
- 1.27.3. Show a satisfactory performance record on projects of similar scope and size.
- 1.27.4. Maintain a satisfactory record of integrity and ethical practices.
- 1.27.5. Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.27.6. Ensure that its/his/her Proposal(s) comply with the requirements provided in the "Preparation and Submittal of Proposals."

**1.28. 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:

- 1.28.1. More than one Proposal is submitted for the same Service/Work from an individual, Firm, consultant, Firm, or corporation under the same or different name; and
  - 1.28.2. 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.
- 1.29. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.30. 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.
- 1.31. 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.

- 1.32. **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 RFP 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/Work:** 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/Work 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 Contract 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 as a 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 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 Contact, *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 21<sup>st</sup> 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 if the Firm fails to meet delivery or completion schedules or otherwise fails to perform under the terms of the Contract. In the event of a breach or default, the Owner is authorized to procure similar services from an alternate Firm and to hold the defaulting Firm responsible for any additional costs incurred to complete services for the project or property.
- 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” or “Firm” is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, 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/Firm 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 entity 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 solicitation.
- 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 Requirements

The selected Firm/Firm agrees to procure and maintain, at its own expense, comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, sufficient to cover all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Firm/Firm’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Firm/Firm shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Firm/Firm shall procure and maintain and shall ensure that any subcontractors, if applicable, also procure and maintain, the insurance coverage specified below. All insurance policies shall be maintained in forms and with insurers acceptable to the Owner. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Firm/Contractor under the Contract. For any claims-made policies, the Firm/Firm shall secure appropriate retroactive dates and extended reporting periods to ensure continuous coverage. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

Workers’ Compensation and Employers’ Liability: The Firm shall comply with all State of Colorado Regulations concerning Workers’ Compensation and other statutory insurances as required.

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

ONE MILLION DOLLARS (\$1,000,000) each occurrence, and  
TWO MILLION DOLLARS (\$2,000,000) general 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.

(b) **Errors and Omissions Liability**

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

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

(c) **Professional Liability**

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

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

(d) **Cyber Liability**

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

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

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

ONE MILLION DOLLARS (\$1,000,000) each accident

Concerning each of the Firm/Contractor's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

(f) **Workers Compensation and Employers' Liability:** The Broker/Firm shall, at its own expense, comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Broker/Firm agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

**3.1. Additional Insured Endorsement:** The policies required by paragraphs (a), (d), 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 be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be 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:** Whitman Park, originally known as Maple Park in the late 1800's and early 1900's, is a 2.5 acre historical park in Grand Junction. Whitman Park was known as the "gem of the City" and was used as a community gathering place to meet friends and neighbors where live music was enjoyed from the bandstand.

The City completed the Parks and Recreation Open Space (PROS) Master Plan in 2020. The PROS Plan articulated certain community goals such as:

*Goal 1: Provide a safe, well-maintained, and accessible network of parks, open space, trails, and recreation services.*

*Goal 2: Ensure parks, recreational, and open space facilities and programs meet community needs and equity of location.*

The redevelopment of Whitman Park will assist in bringing an underutilized park back to life by reimagining the space. Whitman Park is located in an area that has limited parking and pedestrian access across Pitkin and Ute Avenues. The park has a mature tree canopy that must be preserved. This park has the potential to substantially enhance the value of the surrounding neighborhoods and contribute positively to the commercial downtown area of Grand Junction.

This park is a historic park within the City of Grand Junction. The proposed design shall continue from the plans already developed to the schematic design level in 2024. The design will include a landscape site plan, design of all envisioned elements, plans, specifications, and cost estimate preparation for the 2.5-acre urban park space located at 300 South 4<sup>th</sup> Street.

Whitman Park is located in an area that has limited parking and pedestrian access across Pitkin and Ute Avenues. This park has the potential to add significant value to the local neighborhoods as a destination park given it is connected to Main Street and the larger downtown. It is the only green space in the downtown space.

There are many mature, legacy trees in this park that contribute highly to the urban canopy. Some of these trees date back to the 1880s: they must be preserved. The schematic design already created locates park amenities around and away from mature trees. These trees and the large available area present an opportunity to design park amenities to take advantage of the mature canopy. Design must provide a solution for restrooms such as a Port-o-Potty enclosure similar to that recently installed at nearby renovated Emerson Park. The brick and mortar restroom has been demolished as of February 2025.

Emerson Park is another one of the City's original historic parks, along with Hawthorn Park and Washington Park. Emerson Park was majorly renovated in 2024. Like Whitman, a schematic design was created in 2023 and then the City selected a design-build contractor to construct a destination skate park. This opened in November 2024. Thus far, the new park has been very embraced and successful despite the winter temperatures. This largely proves the concept that an urban green space with a high concentration of amenities designed around a mature tree canopy, bordered by busy Ute and Pitkin Avenues (I-70B) with limited parking, can be a major success. The City seeks to have a similar level of success with Whitman and seeks a design team to help finalize the vision and plan for implementation. Unlike Emerson, Whitman will be a design – bid - build project delivery.



In April 2024, the City hired DTJ Deign with a team of subconsultants to perform the community engagement to inform the Preliminary Design of a renovated Whitman Park. The Design Team has created a schematic level of design with drawings and specifications (Attachment A). This design will be the basis for the final design and construction of a renovated Whitman Park.

**4.2. Project Objectives:** The purpose of this RFP is to obtain proposals from qualified and professional Firms specializing in urban park design and engineering. The Project will finalize the schematic design and create full construction documents. The design will also position to the City to potentially phase the renovation depending on available funding. Evaluation of various parking solutions, including utilizing neighboring parking, incorporating additional angle parking along 4<sup>th</sup> Street, exploring the feasibility of closing 4<sup>th</sup> Street or implementing an interior parking lot, should be thoroughly examined with the scope of the concept design process contemplated by this Solicitation.

Many mature legacy trees in the Park contribute significantly to the urban canopy. These trees must be preserved. These trees and the large available center area present an opportunity to design a unique park experience with abundant shade. Reimagining a solution for restroom facilities, such as an enclosure for a Port-a-Potty, is another crucial aspect that requires attention and innovation within the scope of this process.

Given the proximity to Downtown Grand Junction, it is important that the design of Whitman Park enhances community value but seamlessly integrates with and enriches the Downtown environment. Proposed concepts include the incorporation of a food truck court, an events stage, and a designated space for community gatherings. To ensure a holistic and inclusive approach, the concept design process must actively involve the public and community.

The incorporation of opportunities for public engagement is crucial. As part of its proposal, Offerors are required to provide a comprehensive plan detailing how community engagement activities will be conducted. The proactive engagement strategy will be vital in shaping a design that resonates with the needs and preferences of the Community.

The following items have been identified for consideration and resolution as integral components of this process and successful enhancement of the Park:

- Parking and park access.
- The park terrain exhibits noticeable uneven ground, which necessitates leveling to mitigate tripping hazards.
- The asphalt surfaces within the Park are deteriorating, primarily caused by tree roots, requiring repair or removal to ensure the longevity and safety of the Park infrastructure.
- Situated at the center of the Park is a sizable rock adorned with a historic plaque. Further discussion is necessary to assess the historical significance and determine whether its preservation is warranted.

- Identification of ways the City may establish a meaningful connection between Whitman Park and the neighboring downtown area by incorporating amenities captured in the current schematic design that complement and enhance the existing offerings within the Downtown area will be essential. For example, the multi-modal improvements to adjacent 4th and 5th streets create an opportunity to connect Whitman to Colorado Avenue and Main Street.

**4.2.1 Plans and Specifications:** The design must fully address the entire site and map out all improvements to come. The design plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law and hired by the Firm. Design development up to and including Construction Documents will occur as part of the Design/Bid/Build contract. All plans, drawings, and specifications shall become the property of the City of Grand Junction and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.

**4.2.2 Final Design Plan to Include Cost Estimates:** A Final Design Plan will be refined from the above processes during the Full design, The plan will be drawn to scale and will include at a minimum:

- Accurate dimensional design documents reflecting all features
- Generalized grading to a one-foot contour level
- Line diagrams for site utilities
- Traffic study (if deemed necessary)
- Landscape and irrigation plan
- Lighting plan
- Signage plan
- Other necessary drawing details, design notes, and specifications required for construction.

### 4.3. Special Conditions & Provisions:

#### 4.3.1. Questions Regarding the Solicitation Process or the Scope of Services:

Dolly Daniels, Senior Purchasing Agent  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

**4.3.2. Optional Pre-Bid Site Visit Meeting:** Interested Offerors are strongly encouraged to attend a site visit meeting. The purpose of the site visit meeting will be to inspect the site and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on March 3, 2025, at 3:00 PM at Whitman Park, 300 South Fourth Street, Grand Junction, Co 81501.** Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

**4.3.3. Optional Virtual Pre-Bid Meeting:** If unable to attend the Site Visit, interested Offerors are encouraged to attend a **non-mandatory virtual pre-bid meeting on Tuesday, March 4, 2025, at 11:00 AM.** The purpose of this visit will be to inspect

and to clarify the contents of this Invitation for Bids (IFB). To join the virtual meeting, please click the TEAMS link below.

**Microsoft Teams [Need help?](#)**

**[Join the meeting now](#)**

**Meeting ID: 219 488 534 019**

**Passcode: 3FC7i5DX**

**4.3.4. Fee/Price Proposal:** The services required shall be **“all-inclusive”** encompassing all relevant costs and aspects of the process, including but not limited to labor, materials, equipment, printing, perforating, folding, envelope stuffing, insertion, meetings, conference calls, travel expenses, permits, fees, and any other associated costs/task necessary for the successful execution of the services.

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

**All fees and pricing will be subject to negotiation by the Owner.**

**4.3.5. 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.

**4.3.6. Contract:** A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Proposer’s response to the RFP, (3) any clarification of the Proposal, and (4) the City’s Purchasing Department’s acceptance of the proposal through a “Notice of Award.” All Attachments within the RFP are incorporated into 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 must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror 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.

**4.3.7. City/Owner Representative:** The Owner’s Representative for the Project is Ken Sherbenou, Parks and Recreation Director. During all stages of the design process, Ken shall act as the Owner’s advocate and represent the Owner’s best interest.

Ken Sherbenou

[kensh@gjcity.org](mailto:kensh@gjcity.org)

970-254-3881

**4.3.8. City Project Engineer:** The Project Engineer for the Project is Kirsten Armbruster. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to:

Kirsten Armbruster  
244 N. 7<sup>th</sup> Ave  
Grand Junction, Co 81501  
[kirstena@gjcity.org](mailto:kirstena@gjcity.org)  
970-244-1421

**4.3.9. Contract Administrator:** The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract during the time Services are provided will be directed to:

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

**4.4. Scope of Services:** The general scope of services to be obtained as a result of the RFP includes the following: (The Offeror is invited to provide additional steps or Work tasks as it sees fit to assist in the completion of the objectives).

#### **Summary of Requirements**

- Fully design Grand Junction's first truly urban park with a high concentration of quality amenities within a relatively small footprint including a food truck court, a structural play area, a dog play area, a multi-sport court for pickleball, basketball and a seasonal synthetic ice rink, a climbing area, a multi-purpose event stage, Destination, new angled parking along S 4<sup>th</sup> Street, new lighting, and associated landscaping to reactivate this historic park. Design shall consist of architectural and engineering, design, surveying, mapping, or other related Architectural & Engineering Services; (Design/engineering plans/services shall ultimately be all-inclusive). Construction administration should be treated as an additional services proposal to be pursued when and if construction funding is secured.
- Secure all local, state, and federal permits required to design the Project. Permits required to construct the project should be treated as an additional services proposal to be pursued when and if construction funding is secured.
- Develop Plans, Specifications, and Cost Estimates at 60% and 90% Design for Owner Review prior to completing the Construction Documents. Complete a biddable set of construction documents including phasing so pricing for a phasing plan can be considered given available budget.
- Assemble and oversee a team of subcontractors in all required trades given the schematic design. This includes but may not be limited to: civil engineering, irrigation designer, transportation engineering, cost estimator, mechanical engineering (if required), electrical engineering, plumbing engineering (if required), structural engineering. If the landscape architect is not the lead firm, this trade needs to be included in this list of subcontractors.

Please provide the information on the full consultant team in Section 7.0, the Solicitation Response Form. Include resumes for key members of each subcontractor. Please note the survey is complete and the geotechnical report is in progress. Both the survey and the geotechnical report will be made available to the selected consultant team at project commencement.

- Project Management and Coordination for the full architectural and engineering team including all engineering specialties needed.
- Data Collection, review, and organization.
- Validate additional (if any) requirements.
- Basis of Design report.
- Construction Administration priced out as a separate additional services proposal.
- Provide As-Built Drawings at the completion of Project priced out as a separate additional services proposal.

**Minimum Requirements for Design of the Whitman Park Renovation:**

- At least five years in the industry, with experience directly related to similar urban park designs.
- Successfully completed three (3) similar projects of scope and size within the last five (5) years. Please include budgetary information on each of these project references.
- Each Firm must show:
  - a) Complete disclosure of any incidents of default on projects where the Firm 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, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the Firm from implementing the Project; and
  - c) the Firm's or related entity's latest audited financial statements available as of the date of the RFP Submission.
- Qualified and permitted by law to perform the Services provided for this project. All personnel engaged in this Service for this project shall likewise be qualified and permitted to perform necessary duties.
- Ensure compliance with all applicable environmental regulations related to the project.
- The ability to develop value engineered options that fit within the budget.
- Project management and supervision.
- Preparation of all plans, schematics, drawings, scope, specifications, and all other related documents and requirements associated with the successful completion of this Project.
- The selected Firm may use local, qualified partners in the design.

**4.5. Attached Documents: (Click Links for Access)**

[Attachment A Whitman Park 2024 Schematic Design Final Presentation to City Council](#)

[Attachment B Whitman Park May 13, 2024, Preliminary Design Public Presentation](#)

[Attachment C Whitman Park 2024 Schematic Design Full Cost](#)

[Attachment D Whitman Park Basemap with Aerial Missing Trees](#)

[Attachment E Whitman Park Renovation Timeline](#)

[Attachment F Whitman Park Sanitary](#)

[Attachment G CDOT Plans for I70B Ute and Pitkin Ave](#)

[Attachment H Whitman Park Tree Protection](#)

[Attachment I 4th and 5th Street Improvement Plan](#)

**4.6. Calendar of Events:**

Solicitation available	February 18, 2025
Optional Pre-Bid Site Visit	March 3, 2025, 3:00 PM
Optional Virtual Pre-Bid Meeting	March 4, 2025, 11:00 AM
Inquiry deadline, <i>no questions after this date</i>	March 7, 2025, close of business
Final Addendum Posted	March 11, 2025, close of business
Submittal deadline for proposals	March 18, 2025, before 2:00 PM
Owner evaluation of proposals	March 19, 2025 – March 25, 2025
Interviews, if required	April 1, 2025
Final Selection	April 3, 2025
City Council Approval	April 16, 2025
Contact execution	April 18, 2025

## Section 5.0: Preparation and Submittal of Proposals

**Submission:** Each proposal shall be submitted in electronic format only, and must comply with 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. Proposers are encouraged to submit its proposal as early as possible, allowing enough time for technical difficulties that may be encountered in the BidNet ® system.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of 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 25 pages**

- A. Cover Letter:** A cover letter shall be provided which explains the Offeror’s interest and expertise in providing the Services outlined in this solicitation. The cover letter shall contain the name, address, phone number, and email address of the person designated as the Firm’s principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Firm. The cover letter shall bear the signature of the person having proper authority to legally bind the Firm and specify the individual(s) role and signature authority. By submitting a response to this Solicitation, the Proposer agrees to all requirements herein.
- B. Qualifications, Experience, Credentials, and Capacity:** Offerors shall provide its qualifications for consideration as a Contract provider to the City and include prior experience in similar projects. In addition to Section 4.4 Scope of Services, Offerors shall also provide the following information with its proposal submittal:

Information provided shall include but is not limited to:

- Organizational chart of company and/or project team
- Identification of key personnel
- Professional qualifications, resumes and functions of key personnel who will be assigned to the Project
- Specific related project experience of personnel

- Personnel availability and time commitment proposed to meet the project schedule

Key personnel will be committed to this Project and can only be changed by approval of the City.

Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

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.

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.

Discuss projects with change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe circumstances that led to the change orders or delays and how the issues were resolved with the Owner.

**C. Strategy and Implementation Plan:** Describe the Firm's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed Design development and final design creation management strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems proposed to use in the execution of this project:

- Cost control
- Schedule control
- Maintenance of Operations Plan

The Offeror 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 Firm's implementation plan and an estimate of time commitments from Owner.

**D. Current and Anticipated Workload:** Describe the Firm's current workload and expectations in coordinating the Firm's current projects, anticipated projects, and this project.

**E. Capability and Performance:** Provide brief project descriptions/histories that delineate the Firm's ability for at least four (4) projects completed in the past five years with a similar size, scope, and delivery method to this project. Provide as a minimum:

- Project description



- Total dollar amount of change orders (exclusive of change of scope change orders).
  - Completed project cost inclusive if all change orders, final Firm fees, and general conditions.
  - Special or unique conditions, systems, characteristics, etc., including Work that was fast tracked to meet an expedited schedule.
  - Original and actual construction schedule comparisons from projects involving lead architects for project build and describe the difference.
  - Owner's representative name and contact information.
- F. References:** A minimum of five (5) **references** that can attest to the Firm's experience in projects of similar scope and size. **Please also summarize the projects completed with these references including** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.
- G. Solicitation Response Form:** The Proposer shall complete and submit the attached Solicitation Response Form with its proposal.
- H. Fee/Pricing Proposal:** Firm shall complete and submit the Solicitation Response Form found in Section 7.0 accompanied by a complete list of costs breakdown as follows: Not to Exceed Price for completion of design Services for this Project; and Not to Exceed Price for contract administration during the construction process. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. The design package should reflect a phasing plan for the full renovation divided into task orders.
- I. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the Services outlined in this RFP.
- J. Financial Statements:** If selected as the Preferred Offeror, Offeror may be required to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill its obligations under the terms of this RFP. If requested by the Offeror, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will provide services. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

## 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 service provider in determining a final award(s), if any.

### ***Evaluation Criteria and Weighted Values will be worth ninety (80) %***

- **Responsiveness of Submittal to the RFP (5) %**  
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 Project 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, Key Personnel (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 (25) %**  
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. – Strategy and Implementation Plan for details.

### ***The following Criteria shall be worth ten (20) %***

- **Fees (20) %**  
All fees associated with the Services are provided and are complete and comprehensive.

- 6.4. Shortlisting Offerors:** 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. 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-5625-25-DD “Final Design for Whitman Park”

*Proposer must submit the entire Form completed, dated, and signed.*

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

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

**Name of Authorized Agent:** \_\_\_\_\_

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

**Telephone** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **Zip** \_\_\_\_\_

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

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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 ninety (90) 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 it 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:** \_\_\_\_\_

It is the responsibility of the Proposer to ensure all Addenda has been received and acknowledged.

Description	Total Not-To-Exceed Amount
Provide all materials, professional labor and documentation to deliver the Final Design of Whitman Park as described in Section 4.4 and as described in Section 4.3.4 (Fee/Price Proposal)	\$ _____

**Total Not to Exceed Amount Written**

\_\_\_\_\_ Dollars

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

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

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

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

**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 &amp; % 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.