



Request for Proposal

RFP-5675-25-KF

City of Grand Junction Community Recreation Center Climbing Wall

Proposal Deadline

July 11, 2025, before 1:00 p.m. (Mountain Daylight Time)

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

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

Important Notice

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

Virtual Solicitation Opening

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

Purchasing Agent Contact

Kathleen Franklin
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970-244-1513

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Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	June 18, 2025
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	June 24, 2025
Inquiry deadline	June 30, 2025, close of business

no questions are accepted after the close of business on this date	
Final Addendum Issued (if applicable)	July 3, 2205
Proposal Submission Deadline Electronic submission via BidNet® Direct only	July 11, 2025, before 1:00 p.m. MDT
Evaluation of proposals Internal review by City-appointed committee	July 11 through 17, 2205
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Placeholders: July 21, 2025 July 22, 2205
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	July 24, 2025
City Council Approval (if required) For contracts meeting the approval threshold	August 6, 2025
Contract execution Contingent upon Council approval and funding availability	August 13, 2025

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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 solicitation is issued by the City of Grand Junction, Colorado ("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, is soliciting competitive proposals from qualified contractors to provide professional services for fabrication and installing the indoor climbing wall as reflected, designed and specified in the construction documents included with this RFP. This includes a portion of the wall that is rock – realistic and a portion of the wall that is panelized.



Section 4.0 of this solicitation outlines project objectives, service delivery expectations and applicable performance standards (Specifications and Scope of Work). All services shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into the resulting contract, if any.

- 1.5. **Non-Mandatory Virtual Pre-Proposal Meeting:** Prospective Proposers are strongly encouraged to attend a *non-mandatory virtual pre-proposal meeting* to gain a clearer understanding of the Scope of Services, project conditions, and submittal requirements. This meeting will provide an opportunity for Proposers to ask questions and seek clarification regarding the RFP before finalizing its proposals.

Meeting Details:




Date: June 24, 2025

 **Time:** 2:00 p.m. (Mountain Time)
 **Location:** Virtual via Microsoft Teams

Join Online:

 [Join the meeting now](#)

 **Meeting ID:** 252 179 518 423 2

 **Passcode:** L3Xz9Nq3

Join by phone:

 [+1 945-468-6551,,785482836#](#) United States, Dallas

 **Phone Conference ID:** 785 482 836#

 [Find a local number](#)

Purpose and Participation:

This virtual meeting is intended to support a clear and mutual understanding of the project goals and expectations. Participation, while optional, is recommended to ensure a responsive and complete proposal aligned with the City's objectives

Important Notes:

- Attendance at this meeting is not required to submit a proposal.
- Statements made during the virtual meeting shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

1.6. The City: The City will act by and through its authorized representative(s) for all matters related to the administration, oversight, and enforcement of the Contract.

The City shall always have full and unrestricted access to the Work, regardless of the stage of construction, fabrication, or completion. The Contractor shall provide reasonable, safe, and timely access to all portions of the Work and shall cooperate fully with the City's representatives during any visits, inspections, or reviews.

The City reserves the right to conduct periodic site visits to:

- Monitor the progress and general quality of the Work
- Verify conformance with the Contract Documents
- Assess compliance with the established schedule and specifications
- Confirm quantities and performance prior to processing an Application for Payment

Based on such observations and the Contractor's Application for Payment, the City may issue a Certificate for Payment for the portion of the Work deemed satisfactorily completed.

The City retains the authority to reject any portion of the Work that, in its reasonable judgment, does not conform to the Contract Documents. The City may also direct the Contractor to suspend Work—either in whole or in part—or to require additional inspections, testing, or documentation to verify compliance, regardless of whether the Work is completed, underway, or yet to be initiated, fabricated, or installed.

This oversight authority shall not be construed as relieving the Contractor of any responsibility for the accuracy, quality, or completeness of the Work. The City shall not be held liable for the acts, errors, omissions, or deficiencies of the Contractor, its subcontractors, suppliers, employees, or any other individuals or entities engaged in performing the Work under the Contract.

- 1.7. The Contractor:** For the purposes of this Solicitation and the resulting Contract, if any, the terms “Contractor” and “Firm” are used interchangeably and refer to the individual, entity, or organization identified in the Agreement and Contract Documents as responsible for performing the Work.

The Contractor, acting through its authorized representatives, shall be responsible for reviewing, understanding, coordinating, and executing all aspects of the Contract. This includes, but is not limited to, the General Conditions, Agreement, Specifications, Drawings, Scope of Work, all issued Addenda, and any authorized Modifications

The Contractor shall promptly notify the City in writing of any discovered errors, omissions, inconsistencies, or ambiguities within the Contract Documents. The Contractor shall not proceed with any affected portion of the Work until the City has issued a written clarification or directive

The Contractor shall not be held liable for damages resulting from errors, omissions, or inconsistencies in the Contract Documents, provided such issues were not reasonably discoverable or were promptly and properly reported to the City as described above.

Under no circumstances shall the Contractor commence, continue, or rely upon unclear, incomplete, or ambiguous Drawings, Specifications, or interpretations. Doing so without the City’s written clarification shall be at the Contractor’s sole risk and may result in the rejection or removal of noncompliant Work.

- 1.8. Compliance:** By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that might impact its/his/her understanding of the requirements, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.
- 1.9. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.10. Submission and Proposal Opening:** Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must follow the specified formatting, content, and submission guidelines detailed therein.

To participate in the public **proposal opening**, please refer to the following virtual meeting information:

**Solicitation Opening: RFP-5675-25-KF,
City of Grand Junction Community Recreation Center Climbing Wall**

Date/Time: Jul 11, 2025, 1:00 p.m. (America/Denver)

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

 <https://meet.goto.com/290789789>

Or join the meeting by phone.

Access Code: 290-789-789

United States: [+1 \(646\) 749-3122](tel:+16467493122)

To join from a video-conferencing room or system.

Meeting ID: 290-789-789

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

Or dial directly: 290789789@67.217.95.2 or 67.217.95.2##290789789

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

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

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

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

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

- 1.12. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a “Public Disclosure Record” and/or a statement of financial interest before conducting business with the City.
- 1.13. Collusion Clause:** By submitting a proposal, each Proposer 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. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.14. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or

payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.

- 1.15. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.16. Altering the Proposal:** The Proposer must initiate any alterations before the opening date and time. Proposals may not be changed or amended after the submission deadline.
- 1.17. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- 1.18. Withdrawal of a Proposal:** A submitted proposal must be firm, valid, and binding for ninety (90) days following the submittal deadline and only before the contract award.
- 1.19. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.20. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.21. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services, Work, or Specifications must be submitted in writing via email to the Purchasing Agent no later than the close of business on the inquiry deadline. The City is not obligated to respond to questions received after the deadline, and any responses provided will be at the City's sole discretion.
- 1.22. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the “Agency,” “Consultant,” “Contractor,” or “Firm” as applicable.

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

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

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0., which must be submitted with the proposal.

- 1.24. Exceptions and Substitutions:** All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer’s risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

- 1.24.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.24.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.25. Open Records/Confidential Material:** All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, “**Proprietary or Confidential Information**” refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

Proposer(s) seeking to designate specific information as confidential or proprietary must:

- 1.25.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.25.2.** Upload confidential information as a separate document; and

- 1.25.3.** Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Proposer(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.26. Response Material City Ownership:** All proposals submitted in response to this solicitation shall become the City's sole property upon receipt and will not be returned to the Proposer(s) except at the City's sole discretion. The City's rights are not affected by the selection, rejection, or disqualification of any proposal.

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved "Confidential Material" under Section 1.25.

Disqualification or non-selection of a proposal shall not limit or negate the City's rights under this provision.

- 1.27. Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.27.1.** Possess adequate financial resources or the ability to obtain such resources to ensure financial stability and project capacity. See Section 5.9. for additional information regarding financial disclosures.
- 1.27.2.** Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
 - 1.27.2.1.** A comparison of original schedules to actual completion dates
 - 1.27.2.2.** A brief explanation of methods used to manage timelines and mitigate delays

- 1.27.3. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.27.4. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.27.5. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
- 1.27.6. Ensure full compliance with the requirements outlined in Section 5.0. – **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, consultant, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its/his/her responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service/Work.

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

- 1.28.1. Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
- 1.28.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future Service/Work with the City until reinstated as a qualified Proposer.

1.29. Taxes: The City 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 Contractor and all subcontractors must 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 Proposal(s) opening shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all received proposals will be formally acknowledged during the opening; however, following the nature of an RFP,

only the names of the proposing entity will be disclosed. No pricing will be shared at that stage of the process.

Section 2.0. General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.

If the Proposer's submission deviates in any way from the City's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Work shall be performed and correlated its/his/her 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 specifications contained herein.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall be responsible for obtaining and paying all necessary permits, governmental fees, and licenses required for the proper execution and completion of the Services/Work. The Contractor must provide all the required notices and comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders of any public authority, including those of the City, that govern the performance of the Services/Work.

If the Contractor identifies any inconsistencies or conflicts between the Contract Documents and applicable legal or regulatory requirements, the Contractor shall promptly notify the City in writing. The City will determine the appropriate resolution to reconcile such variances in the City's best interest.

Should the Contractor proceed with any Services/Work knowing it is non-compliant with applicable laws or regulations and fails to provide written notice to the City, the Contractor shall assume full responsibility for any resulting consequences and bear all associated costs for corrective actions or penalties.

- 2.4. Award for Subcontractors and Other Contracts:** As soon as practicable after proposals are received and before the award of the Contract, the successful Contractor shall submit to the City, in writing and for review and acceptance, a list of the subcontractors or other individuals or entities proposed to perform portions of the

Work as identified in the proposal requirements. If no specific portions are designated, the Contractor shall provide the names of those proposed for the principal elements of the Work.

Before the Contract award, the City shall notify the Contractor in writing if, after reasonable investigation, it has a valid objection to any proposed subcontractor or entity. If the City reasonably and substantially objects to any listed subcontractor or entity and issues a written notice of such objection before the contract award, the Contractor may, without penalty or forfeiture of proposal security, withdraw its proposal.

Should the Contractor elect to proceed, it may submit an alternate subcontractor or entity acceptable to the City. If the substitution results in a price adjustment, the Contractor shall include the revised amount in its proposal. The City may accept the revised proposal or reject the substitution at its sole discretion.

If the City rejects a proposed subcontractor or entity after the Contract award, the Contractor shall promptly submit a qualified and acceptable replacement. Any adjustment to the Contract Sum resulting from such substitution shall be documented in a Change Order. However, no increase in the Contract Sum will be allowed unless the Contractor can demonstrate that it acted promptly and responsively in submitting the original proposed subcontractor or entity before the award.

- 2.5. Supervision, Coordination, and Quality Assurance:** The Contractor shall provide full-time, on-site supervision and direction for all Work performed under this Contract, employing the highest degree of professional care, technical skill, and attention to detail throughout the execution of the Climbing Wall installation.

The Contractor shall be solely responsible for:

- 2.5.1.** All means, methods, techniques, sequences, safety practices, and procedures associated with the fabrication, delivery, and installation of the Climbing Wall system
- 2.5.2.** Coordination and integration of all phases and components of the Work, including scheduling and supervision of subcontractors, specialty trades, and site logistics to minimize disruption to the overall Community Recreation Center project.
- 2.5.3.** Ensuring all Work is performed in strict accordance with the Contract Documents, including adherence to the approved construction drawings, specifications, structural calculations, and manufacturer installation guidelines.

The Contractor is also responsible for ensuring the quality, safety, and timely completion of all Work performed by its personnel, subcontractors, and suppliers. All deficiencies, defects, or deviations identified during or after installation shall be promptly corrected at no additional cost to the City and in accordance with Section 2.24 – Warranty of Work and Materials.

- 2.6. Responsibility for those Performing the Work:** The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Work under the Contract.

- 2.7. Use of the Site:** The Contractor shall limit operations to areas authorized by applicable laws, ordinances, permits, and the Contract Documents. The Contractor shall maintain the site in an orderly manner and shall not unreasonably encumber it with materials, equipment, or temporary structures beyond what is necessary to execute the Work.
- 2.8. Cleanup:** The Contractor shall maintain the project site in a clean, safe, and orderly condition throughout the duration of the Work. Waste materials, debris, and rubbish from the Contractor's operations shall be removed daily to prevent accumulation. Upon completion of the Work, the Contractor shall promptly remove all waste, excess materials, tools, equipment, and temporary facilities from the site, leaving the premises in a neat and acceptable condition as determined by the City.
- 2.9. Miscellaneous Conditions:** The Contractor(s) are responsible for verifying the availability of materials, production lead times, and all other relevant factors before submitting a proposal. If any specified materials are discontinued, replaced, or unavailable for an extended period, the Contractor(s) must promptly notify the Owner in writing. Failure to do so may result in delays or contract noncompliance, for which the Contractor shall remain responsible.
- 2.10. Time:** Time is of the essence for completion of the Project, including all milestones and deadlines established in the Contract. Each Proposer must demonstrate to the City's satisfaction the ability to complete the Work within the Contract Time specified in the Contract Documents.

The **Contract Time** refers to the total period allocated to complete the Work. The commencement date will be established in the Notice to Proceed. If no Notice to Proceed is issued, the commencement date shall be the date of the Contract, another date specified therein, or as entered on the Solicitation Response Form.

The **Date of Substantial Completion** is the date certified by the City when construction is sufficiently complete under the Contract Documents, allowing the City to occupy or use the Work or a designated portion thereof for its intended purpose.

- 2.11. Proposal Bond Requirement:** Each proposal must be accompanied by a Proposal Guaranty as a demonstration of good faith on the part of the Proposer. The Proposal Guaranty shall be submitted in one of the following forms:

2.11.1. A certified check or cashier's check drawn on a national or state-chartered bank or trust company authorized to conduct business in the State of Colorado, made payable unconditionally to the City of Grand Junction,
– OR –

2.11.2. A Proposal Bond executed by a corporate surety company authorized to operate in the State of Colorado, naming the City of Grand Junction as Obligee.

The amount of the Proposal Guaranty shall be **not less than five percent (5%)** of the total proposed cost.

Following the issuance of a Notice of Intent to Award, the **selected Proposer** shall have **ten (10) calendar days** to:

1. Execute a formal Contract with the City in the form prescribed; and
2. Furnish all required bonds, executed by an approved and responsible surety.

Failure to execute the Contract or furnish the required bonds within this period shall result in the forfeiture of the Proposal Guaranty to the City as liquidated damages, not as a penalty.

All submitted proposals, including pricing, must remain valid and binding for a period of **ninety (90) calendar days** from the proposal opening date.

- 2.12. Performance & Payment Bonds:** Before the commencement of construction, the Contractor shall furnish a Performance Bond and a Payment Bond, each equal to the full Contract Price, as security for the faithful performance of the Work and for the payment of all obligations arising under the Contract.

These bonds shall remain in effect for the duration of the Warranty Period, as specified in the Special Conditions. The Contractor shall also provide any additional bonds required by the Special Conditions.

- 2.12.1.** All bonds shall be executed on forms provided or approved by the City and issued by surety companies that:

2.12.1.1. Are licensed to do business in the State of Colorado; and

2.12.1.2. Are listed in the current U.S. Department of the Treasury Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies*.

Bonds signed by an attorney-in-fact must be accompanied by a certified copy of the agent's Power of Attorney.

If the surety on any bond furnished by the Contractor becomes insolvent, is declared bankrupt, loses its license to do business in Colorado, or no longer meets the above requirements, the Contractor shall, within five (5) calendar days, provide a replacement bond and surety acceptable to the City.

- 2.13. Retention:** To protect the City's interests, a portion of each progress payment will be retained for the construction portion of the Contract. The amount retained shall be five percent (5%) of the value of the completed Work, not to exceed five percent (5%) of the total Contract amount. Once the cumulative retainage reaches this maximum, no further retainage will be withheld from subsequent payments.

All invoices must clearly indicate the amount of retention withheld as a separate line item. The final invoice shall request release of the full retained amount, subject to the City's final inspection, acceptance of the Work, and receipt of all required closeout documentation.

Final payment, including the release of retainage, is subject to a public notice and claims period.

- 2.14. Liquidated Damages for Failure to Meet Project Completion Schedule:** Upon the established construction schedule and mutual agreement by the City and the Contractor, time shall be of the essence for the completion of the Project. In the event

the Contractor fails to achieve Final Completion by the specified date, for any reason not attributable to the City, including but not limited to neglect, delay, refusal, or default, the Contractor agrees to pay the City liquidated damages in the amount specified in the Contract for each calendar day that Final Completion is delayed.

The Contractor acknowledges and agrees that, as part of the consideration for the award of this Contract, liquidated damages in the amount of **\$750.00** per day represent a reasonable and necessary estimate of the actual damages the City will sustain due to such delay. The parties acknowledge that the City's damages include but are not limited to additional costs from permit violations (e.g., CDPHE), added engineering, inspection, and oversight by City staff and consultants, increased contract administration time, diversion of City resources, public inconvenience, delays in public benefit from completed work, and reputational harm to the City. These damages are difficult to quantify precisely, and the stated amount is agreed to be fair and enforceable.

The Contractor shall complete all Work and achieve Final Completion as outlined in the Project Schedule or within the time specified following the City's written Notice to Proceed. When the Contractor determines the Work is ready for its intended use, it shall certify in writing that the Work is Substantially Complete. Final Completion shall be the date on which all punch list items, cleanup, and outstanding work identified by the City have been fully completed to the City's satisfaction. Unless otherwise stated, for purposes of this provision, time shall continue to accrue until the City issues a written Final Acceptance.

If the Contractor fails to pay the liquidated damages upon demand, the City may first apply any retainage or other funds due to the Contractor to satisfy the amount owed. If such funds are insufficient, the Surety under the Contractor's Performance and Payment Bonds shall be liable for payment. Additionally, the City reserves the right to withhold any part of such damages from progress or final payments due under the Contract.

The liquidated damages specified in this section are separate from any actual costs the City may incur due to delays to other City contracts caused by the Contractor's untimely performance. If the City incurs such additional costs, the Contractor agrees to reimburse those amounts, and any liquidated damages otherwise owed.

The Contractor further agrees that if it fails to pursue completion diligently and the time for completion has elapsed, the City may use its own forces or engage others to achieve Substantial or Final Completion of the Work. In such cases, the Contractor shall reimburse the City for all costs, expenses, and any applicable liquidated damages.

- 2.15. Contingency/Force Account:** Contingency/Force Account Work refers to minor, unforeseen, or miscellaneous items not specifically included in the Drawings, Specifications, or Scope of Work but deemed necessary for the proper execution and completion of the Project. Such Work shall only be performed upon prior written authorization from the City's Project Manager using the City's approved Contingency/Force Account Authorization form.

Contingency/Force Account funds are the sole property of the City. Without written approval, the Contractor shall not perform or invoice any Contingency/Force Account Work. Any unused funds after the Project shall remain with the City. The Contractor shall have no claim or entitlement to any portion of unutilized contingency funds.

- 2.16. Claims for Additional Cost or Time:** If the Contractor believes it is entitled to an adjustment in the Contract Sum or an extension of the Contract Time, the Contractor shall submit written notice to the City within a reasonable period following the event giving rise to the claim. Such notice shall be provided before commencing any portion of the Work related to the claim, except in cases of emergency affecting the safety of persons or property. In this event, the Contractor shall communicate with the City's Project Manager and proceed following the applicable safety provisions of the Contract.

No claim for an adjustment in the Contract Sum or Contract Time shall be valid unless submitted following this provision. Any adjustment to the Contract shall be authorized only by a written Change Order executed by the City.

- 2.17. Field Orders:** The City may issue written Field Orders to clarify or interpret the Contract Documents following the specifications or authorize minor work changes that do not affect the Contract Sum or Contract Time. The Contractor shall promptly comply with all such Field Orders.

- 2.18. Progress & Completion:** The Contractor shall begin Work on the commencement date established in the Contract and carry out the Work diligently, using sufficient resources to ensure timely progress. The Work shall be completed within the Contract Time specified in the Contract Documents.

- 2.19. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Contractor for performing the Work under the Contract. Upon completion of the required deliverable(s), the Contractor shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Service(s) are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Contractor's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services performed under the Contract.

All Services provided by the Contractor shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services. Additionally, all Services must fully comply with applicable laws, ordinances, and regulations.

- 2.20. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons and property. The Contractor shall implement and maintain all necessary precautions to safeguard the public, workers, and property, including but not limited to erecting protective barriers, posting appropriate warning

signs, establishing safety protocols, and providing notice to affected parties, including owners and users of adjacent utilities.

Should any direct or indirect damage, injury, or loss to public or private property arise from any act, omission, negligence, or misconduct of the Contractor in the performance of services under this Contract or from the Contractor's failure to perform its/his/her obligations, the Contractor shall, at its/his/her sole expense, restore the affected property to a condition equal to or better than its pre-existing state. Restoration shall be completed in a manner acceptable to the City. If the Contractor fails to remedy such damage or injury promptly, the City reserves the right to take corrective action and recover all associated costs from the Contractor.

- 2.21. Changes in the Work:** The City may request changes to the Work within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

- 2.22. Minor Changes in the Work:** The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.

- 2.23. Correction of Work:** The Contractor shall perform all services and provide all deliverables following industry standards, utilizing the prevailing skill, care, and expertise expected in the relevant market or industry. Should any services or deliverables be non-compliant with the Contract requirements, the Contractor shall bear all responsibility for the same and promptly correct all deficiencies to satisfy prevailing industry standards at no additional cost to the City.

The Contractor shall bear all costs associated with correcting the non-conforming services or deliverables, including any additional work required by the City as a direct result of the deficiencies. If the Contractor fails to remedy the non-conformance promptly, the City reserves the right to take corrective action and recover all related costs from the Contractor.

- 2.24. Warranty of Work and Materials:** The Contractor warrants to the City that all Work performed and all materials and equipment furnished under this Contract shall be new, unless otherwise specified in the Contract Documents, and shall be free from defects in workmanship and materials, and in full conformance with all requirements of the Contract Documents.

Any Services or Work that do not meet the standards set forth in the Contract Documents may be deemed defective by the City. Upon request, the Contractor shall promptly provide satisfactory evidence of the origin, quality, compliance, and

specifications of any materials, equipment, or components used in the performance of the Work.

The Contractor shall, at no additional cost to the City, **correct any deficiencies** in the Work discovered within **one (1) year** from the date of final acceptance by the City, or within any **longer warranty period** specified by the manufacturer or required by law. This includes, but is not limited to:

- Defects in installation, fabrication, or structural integrity of the climbing wall
- Nonconformance with the performance specifications or manufacturer requirements
- Premature failure or degradation of finishes, anchors, or hardware.

During the warranty period, the Contractor shall:

- Promptly repair or replace any defective or non-conforming materials, equipment, or workmanship
- Coordinate with equipment manufacturers to facilitate warranty claims, inspections, or repairs
- Provide the City with all applicable manufacturer-issued warranty documentation, maintenance instructions, and post-installation support contacts
- Address any safety-related concerns with immediate priority

This warranty is in addition to, and not in limitation of, any rights the City may have under applicable law, the Contract, or any manufacturer warranties provided with installed components.

If the Contractor fails to commence and diligently pursue correction of defective or non-conforming Work within ten (10) calendar days after written notice from the City, the City may, at its sole discretion, undertake such correction. The Contractor shall be responsible for all direct and indirect costs incurred by the City in doing so, including the removal and replacement of defective Work.

Additionally, the Contractor shall be liable for the cost of repairing or restoring, to the satisfaction of the City, any portion of the Work—or any work performed by others—that is damaged or destroyed as a result of correcting, removing, or replacing defective Services or Work.

- 2.25. Acceptance Not Waiver:** The City's acceptance or approval of any Service(s)/Work provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or acceptance of, or remittance of payment for any Service(s)/Work shall not be construed as a future waiver of any rights under this Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.
- 2.26. Change Order/Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the

City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

2.27. Assignment: The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval from the City.

2.28. Compliance with Laws: The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements and ethical standards governing the Services performed under the Contract.

The Contractor warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

2.29. Debarment/Suspension: The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.

2.30. Confidentiality: The Contractor shall keep confidential any non-public information disclosed by the City or obtained during the performance of the Services, except as required by law. The Contractor shall take reasonable measures to safeguard such information and ensure compliance by its employees, subcontractors, and agents.

2.31. Conflict of Interest: No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed under applicable laws and the City's policies.

2.32. Cancellation of Solicitation: The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.

2.33. Contract: This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when accepted by the City, shall constitute an enforceable agreement equally binding between the City and the Contractor. The Contract represents the entire integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, written or oral, including the solicitation documents. The Contract may be amended or modified only by an Amendment.

2.34. 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.

2.35. Employment Discrimination: During the performance of any Services, the Contractor agrees to:

2.35.1. The Contractor shall 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. The Contractor agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.

2.35.2. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that such Contractor is an Equal Opportunity Employer.

2.35.3. Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

2.36. Immigration Compliance: The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

2.37. Failure to Perform: If the Contractor fails to fulfill its obligations under this Contract—including, but not limited to, adherence to the project schedule, delivery of climbing wall components, conformance with technical specifications, or coordination with City representatives and the Construction Manager—the City may, after providing oral or written notice (with any oral notice documented in the contract file), obtain substitute materials, services, or Work from alternate sources. The Contractor shall be fully liable for any additional costs, delays, or damages incurred by the City because of such failure.

The City may initiate progressive corrective actions, which may include written warnings, work plan modifications, removal of subcontractors, or performance reviews. However, if the Contractor's failure to perform:

2.37.1. Jeopardizes project milestones or Council deadlines

2.37.2. Compromises public safety or facility compliance

2.37.3. Delays coordination with other trades or disrupts CRC project continuity

In instances of nonperformance, the City may pursue progressive corrective actions, as appropriate. However, if the failure materially affects project outcomes, threatens public safety, or disrupts the continuity or integrity of services, the City reserves the right to take immediate action, including suspension or termination of the Contract.

No action taken by the City under this provision shall relieve the Contractor of its remaining obligations under the Contract or waive the City's right to pursue all available remedies, including recovery of damages.

2.38. Failure to Enforce: The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the

Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

2.39. Force Majeure: The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

2.40. Indemnification: The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

2.41. Independent Contractor: The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

2.42. Work Product: All documents, drawings, plans, specifications, reports, concepts, designs, calculations, models, data, and any other materials or deliverable product created, developed, or prepared by the Contractor under this Contract shall become the City's sole property upon creation. The Contractor shall have no ownership, copyright, or proprietary rights to such materials.

Additionally, all information, data, and materials provided by the City to the Contractor shall remain the exclusive property of the City. It may not be used, disclosed, or distributed by the Contractor for any purpose outside the scope of this Contract without the City's prior written consent.

- 2.43. Patents and Copyrights:** The Contractor agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City be held liable to the Contractor 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 case 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.
- 2.44. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Solicitation and/or Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.
- 2.45. Expenses:** All costs incurred by the Contractor in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Contractor's sole responsibility and shall not be reimbursed or charged to the City.
- 2.46. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.
- 2.47. Public Funds and Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.
- Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.
- 2.48. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.
- 2.49. Default:** The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Contractor a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

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

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

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

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

2.51.1. “Agency,” “Consultant,” “Contractor,” or “Firm” refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor’s authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

2.51.2. “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

2.51.3. The “Contract Sum” refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized by both Parties.

2.51.4. A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

- 2.51.5.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- 2.51.6.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 2.51.7.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.51.8.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.51.9.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

Section 3.0. Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, authorized to do business in Colorado with sufficient coverage for 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 Contractor’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 Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

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

(a) **Commercial General Liability**

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

The policy shall apply to all premises, operations, products, and completed operations. It shall include coverage for bodily injury, broad-form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual liability, and products/completed operations. The policy shall contain a provision for severability of interest.

Note: Higher limits may be required based on the final contract amount and associated risk.

(b) **Pollution Liability** (if applicable)

If adhesives, sealants, or other potentially hazardous materials will be used in fabrication or installation, the City reserves the right to require **Pollution Liability Insurance** with limits of:

FIVE MILLION DOLLARS (\$5,000,000) for each occurrence and
FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

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

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

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

(d) **Installation Floater:** The Contractor shall procure and maintain an Installation Floater insurance policy or endorsement covering the full value of all climbing wall components, equipment, and materials associated with this project. Coverage shall apply to loss or damage during fabrication, storage, transit, staging, and installation until final acceptance by the City. The limit of coverage shall be not less than the total Contract amount, and the policy shall name the City of Grand Junction as a loss payee as its interests may appear.

(e) **Workers' Compensation and Employers' Liability:** At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and

Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor 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) and (b) 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 by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

Section 4.0. Specifications and Scope of Work

- 4.1. General:** The City of Grand Junction is soliciting proposals from qualified Contractors to furnish, deliver, and install a commercial-grade climbing wall for the new Community Recreation Center. The wall is designed per the construction documents enclosed with this RFP. The selected Contractor(s) shall be responsible for ensuring a professional, complete, and timely fabrication and installation that meets the City's operational and safety standards.
- 4.2. Background:** The City of Grand Junction completed our Parks, Recreation, and Open Space (PROS) Master Plan in January of 2021. This led to an election on April 6, 2021, where dedicated funding was secured through taxation on sales of cannabis. The number one item on the PROS Plan was the Community Recreation Center (CRC). Through the summer and fall of 2022, a CRC feasibility study planning process was led by the council-appointed Parks and Recreation Advisory Board (PRAB). This robust community input process was conducted to develop recommendations about the new CRC to include the location, funding sources, and the size of the facility, as well as the amenities. On April 4, 2023, the citizens of Grand Junction voted to approve the ballot question to build a new Community Recreation Center. Design by led architect Barker-Rinker-Seacat is complete, and construction is about 30% complete. Construction is being led by FCI Constructors, working with 35 subcontractors.

The final design is for a 107,000 square foot comprehensive Community Recreation Center with five pools, a three-court gym, party rooms, community rooms, fitness rooms, full-service fitness/weights center, indoor walk/jog track, child watch, space for St. Mary's hospital physical therapy clinic, family game area and indoor climbing wall. About 1/3 of the climbing wall is shot rock or rock realistic, and the other 2/3 is panelizing. The climbing wall will be contracted directly with the City, but in coordination with FCI as the Construction Manager. There is a design for an outdoor climbing wall that connects to the exterior of the building and outside, although that is not currently funded. Therefore, the outdoor climbing wall is not currently being pursued. The CRC is anticipated to open, with a fully complete and installed indoor climbing wall by July 2026.

4.3. Project Overview:

This project involves the procurement and installation of the indoor climbing wall in accordance with the design and technical specifications outlined in the construction documents (refer to links provided under attachments). The climbing wall will be installed within the newly constructed CRC. The successful Proposer will coordinate with City staff and project contractors to ensure the proper delivery, assembly, and placement of all equipment. Key objectives include fabrication and installation of the climbing wall, and all associated infrastructure, as designed in the construction documents and specifications.

See the current CRC Construction Master Schedule shown in the attachments, as of 5/28/25. This states that the climbing wall installation is anticipated to happen in Spring (February, March, April) 2026 and could be ready to begin as soon as late January 2026. The climbing wall contractor should have materials fabricated and ready for installation as soon as late January 2026.

The selected contractor will need to coordinate with FCI Constructors to obtain access to the CRC and to confirm dates for work to be completed.

FCI personnel are as follows. Brady is the Project Manager, and Austin is the Project Superintendent.

Brady Blackmer
Senior Project Manager
FCI Constructors, Inc.
P.O. Box 1767 (81502)
3070 I-70 B, Bldg. A
Grand Junction, CO 81504
P. (970) 434-9093 F. (970) 434-7583 C. (970) 433-1600
www.fciol.com



Austin Liesmer
Superintendent
FCI Constructors, Inc.
P.O. Box 1767 (81502)
3070 I-70 B, Bldg. A
Grand Junction, CO 81504
P. (970) 434-9093 F. (970) 434-7583 C. (970) 986-7062
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4.4. Required Components: Please see the enclosed indoor climbing wall construction documents (refer to links provided under Attachments).

4.5. Scope of Services: Concept, schematic, design development and construction documents are complete. The City wants the fabrication and installation to closely align with the construction documents and associated materials.

4.6. Deliverables:

4.6.1. Fabrication and installation of an indoor climbing wall according to construction documents.

4.6.2. Meet or complete the installation dates as specified in this RFP.

4.6.3. The Project Proposal shall describe all phases of the Project remaining through installation. The omission of any essential detail from this scope of work, specifications, or requirements does not relieve the Contractor from furnishing a complete and functioning Project. This includes, but shall not be limited to duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments, travel, installation, and on-site training.

4.7. Performance Standards/Service Levels:

Install the new indoor climbing wall per the enclosed construction document (refer to links provided under Attachments). This includes adhering to the project schedule and workplan. Once notified that the project site is ready and available, the Contractor will coordinate with its designated personnel connecting with FCI Constructors to ensure an effective mobilization of the Project. Upon commencement of Work at the site in the climbing wall area as specified by FCI. The Contractor shall assume management of the site. Sites shall be maintained in a safe and neat fashion. Site management shall be coordinated with the Contractor's Site Supervisor. All employees of the Contractor(s) shall always conduct themselves in a professional and courteous manner. Personnel deemed unacceptable by the City or FCI shall be replaced immediately. The Contractor shall be responsible to protect and not interfere with any other construction activities. Contractor's Work will not disturb the normal use or occupancy of the spaces outside of the Work area. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. The Project will be completed in a satisfactory and professional manner as approved by FCI and the City and in accordance with safety policies and procedures noted herein. Workmanship shall be of good quality and free of defects. Work shall be performed by competent, qualified personnel in the required trade. Incompetent, careless, or poorly executed work will be rejected and must be replaced or repaired at no expense to the City. All material and workmanship shall carry a minimum one (1) year warranty from date of acceptance.

The following requirements must be fulfilled before the Project is considered complete. Maintenance, Training, and Orientation must be conducted to FCI and City staff. The Contractor must give adequate training regarding the newly installed Climbing Wall including recommendations for how City staff can maintain the climbing walls and climbing flooring system including cleaning recommendations and/or

tools/equipment needed for such maintenance before the climbing wall will be considered complete.

4.8. Climbing Wall Installation Timeline and Coordination Information from Construction Manager FCI: The climbing wall installation is anticipated to start as early as late January 2026 with a likely install in February, March or April 2026. The installing Contractor is expected to adhere to FCI safety requirements while onsite. Any contractors working onsite will be required to wear safety vests, hard hats, boots, and eye protection at all times. Shorts and cut-off shirts are not allowed. A safety orientation will be required once the climbing wall installer arrives onsite. FCI cannot guarantee that it will have hoisting or lift equipment to unload, stage, or place materials. The climbing wall Contractor needs to include any lifts, forklifts, etc. required for its own materials and installations. FCI would expect the climbing wall Contractor to coordinate with onsite Superintendent and FCI's subcontractors for the climbing wall installation and coordination with other trades installations related to the climbing wall. The climbing wall Contractor is expected to perform daily cleanup of all its materials, tools, and equipment associated with its Scope of Work. All debris and waste generated by the Contractor shall be properly collected and disposed of in dumpsters provided by FCI Constructors, in accordance with site protocols and safety requirements.

4.9. Project Schedule: The Proposer shall provide a project schedule delineating key milestones, deliverables, and deadlines to meet the project completion date of **May 15, 2026**.

4.10. Special Conditions/Provisions:

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

Kathleen Franklin, Purchasing Agent


kathleenf@gjcity.org

4.10.2. Non-Mandatory Virtual Pre-Proposal Meeting: Prospective Proposers are strongly encouraged to attend a *non-mandatory virtual pre-proposal meeting* to gain a clearer understanding of the Scope of Services, project conditions, and submittal requirements. This meeting will provide an opportunity for Proposers to ask questions and seek clarification regarding the RFP before finalizing its proposals.

Meeting Details:


 **Date:** June 24, 2025

 **Time:** 2:00 p.m. (Mountain Time)

 **Location:** Virtual via Microsoft Teams

Join Online:

 [Join the meeting now](#)

 **Meeting ID:** 252 179 518 423 2

 **Passcode:** L3Xz9Nq3

Join by phone:

 [+1 945-468-6551,785482836#](tel:+19454686551785482836) United States, Dallas

 **Phone Conference ID:** 785 482 836#

 [Find a local number](#)

Purpose and Participation:

This virtual meeting is intended to support a clear and mutual understanding of the project goals and expectations. Participation, while optional, is recommended to ensure a responsive and complete proposal aligned with the City's objectives

Important Notes:

- Attendance at this meeting is not required to submit a proposal.
- Statements made during the virtual meeting shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

- 4.10.3. Budget:** The total all in cost for the climbing wall fabrication and installation is \$361,815. Providing this number is intended only to assist Proposers in understanding general funding constraints. It should not be interpreted as a target or minimum.

Proposers are expected to submit **cost-effective and competitive proposals** based on the Scope of Work, regardless of whether a budget is disclosed. The City reserves the right to reject proposals that significantly exceed available funding.

This project is funded by financing secured from the April 2023 vote and subject to those funding limitations. Financing has been secured for the full CRC project including the indoor climbing wall.

- 4.10.4. Key Staff Reassignment:** Key Personnel identified in the Contractor's proposal shall be contractually committed to the project. Substitutions or replacements shall not occur without the City's prior written approval.

- 4.10.5. City Personnel Time & Deliverable Review Standards:** The City reserves the right to evaluate and negotiate the level of City resources requested as part of its proposal evaluation.

The City expects all reports and deliverables to be complete, accurate, and professionally prepared. Excessive reliance on City staff to provide detailed editing, formatting corrections, or repeated reviews of incomplete or substandard work may be considered noncompliant performance under the resulting Contract.

If the City determines that an unreasonable amount of staff time is being spent reviewing or correcting the Contractor's submittals, the City reserves the right to:

- Require corrections at no additional cost,
- Withhold payment until acceptable revisions are received, or

- Seek reimbursement or compensation for the excessive time spent reviewing or correcting the work of the Contractor.

4.10.6. Fee Proposal –Not-to-Exceed Amount: The Contract shall be awarded on a **lump-sum, not-to-exceed basis**, with pricing inclusive of all costs required to fully perform the Work as outlined in **Section 4.0 – Scope of Work**. The not-to-exceed amount proposed by the selected Proposer shall represent the **maximum compensation** the City will pay under the Contract, unless a **written amendment issued by the City** is fully executed.

All pricing shall be fully burdened and all-inclusive, covering, without limitation, the following:

- All administrative, overhead, and professional services
- On-site labor, supervision, and project management
- Materials fabrication, installation, equipment, and technology use
- Site preparation, mobilization, setup, and takedown
- Meetings, coordination, reporting, and stakeholder communication
- Travel, per diem, fuel, shipping, and delivery
- Permits, inspections, and any compliance-related expenses
- Any other costs required for complete and timely performance

The City shall not be responsible for any additional costs beyond the not-to-exceed amount, including but not limited to taxes, surcharges, shipping charges, insurance, interest, penalties, termination-related expenses, legal or attorney fees, or liquidated damages, unless expressly authorized in writing by the City.

Proposers shall submit pricing using the form provided in Section 7.0 – Solicitation Response Form, along with a detailed, itemized fee proposal.

All fees and pricing submitted in response to this solicitation shall be considered negotiable at the sole discretion of the City, prior to the award, if any.

The successful Contractor shall be compensated based on submitted invoices, accompanied by required supporting documentation, as Work completed and accepted by the City. The City will not approve or pay any charges more than the agreed price unless authorized in writing in advance.

4.10.7. Contract: A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

4.10.7.1. The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract and all applicable federal, state,

and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

- 4.10.7.2.** Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.

- 4.10.8. City Representative:** The City Representative shall serve as the City's primary advocate throughout the duration of the Project and is responsible for representing the City's best interests during all stages of planning, design, and execution. The City Representative may provide strategic direction and serve as a liaison between City departments and the Contractor, The City's designated Representative for this Project is:

Ken Sherbenou
Parks and Recreation Director
Email: kensh@gjcity.org
Phone: (970) 254-3881

- 4.10.9. City Project Engineer:** The Project Engineer for the City shall serve as the technical point of contact for all matters related to the execution and performance of the Scope of Services. All formal notices, submittals, correspondence, and communications related to technical requirements shall be directed to:

Kirsten Armbruster
Project Engineer
244 N 7th Ave
Grand Junction, Co 81501
Email: kirstena@gjcity.org
Phone: (970) 244-1421

The Project Engineer shall coordinate technical oversight, review submittals, monitor progress, and confirm conformance with the Contract Documents.

- 4.10.10. Contract Administrator:** The Contract Administrator for the City shall be responsible for all matters related to the administration of the contract, including issuances of amendments, modifications, change orders, or general contract interpretation. All such inquiries shall be directed to:

Duane Hoff, Jr., CPPB
Contract Administrator

Email: duaneh@gjcity.org

Phone: (970) 244-1545

The Contract Administrator serves as the City's primary point of contact for all administrative matters related to the contract. This role does **not** include technical oversight or work acceptance, which remains under the authority of the designated Project Manager or City Point of Contact.

Attachments

The following construction documents are incorporated by reference and are critical to the successful understanding and execution of the Scope of Work. Proposers are expected to thoroughly review each document prior to submitting a proposal. All fabrication and installation work must conform to these specifications and be coordinated with the overall project timeline.

Attachment A – Construction Document Excerpts: Climbing Wall Area

- [Construction Documents, Excerpts for Climbing Wall Area](#)

Attachment B – Complete Indoor Climbing Wall Construction Documents

6. [Flooring Details](#)
7. [Panelized Climbing Wall - Full Calculation Package \(Sealed\)](#)
8. [Panelized Climbing Wall - Installation Set \(Sealed\)](#)
9. [Shot Rock \(Rock Realistic\) - Full Calculation Package \(Sealed\)](#)
10. [Shot Rock \(Rock Realistic\) - Installation Set \(Sealed\)](#)

[Panelized Climbing Wall - Final Installation Set](#)

Attachment C – Construction Master Schedule (FCI Constructors)

- [Master Project Schedule](#) – See page 5 for the anticipated timeline related to climbing wall installation

Tentative Calendar of Events

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	June 18, 2025
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	June 24, 2025
Inquiry deadline no questions are accepted after the close of business on this date	June 30, 2025

Final Addendum Issued (if applicable)	July 3, 2205, close of business
Proposal Submission Deadline Electronic submission via BidNet® Direct only	July 11, 2025, before 1:00 p.m. MDT
Evaluation of proposals Internal review by City-appointed committee	July 11 through 17, 2205
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Placeholders: July 21, 2025 July 22, 2205
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	July 24, 2025
City Council Approval (if required) For contracts meeting the approval threshold	August 6, 2025
Contract execution Contingent upon Council approval and funding availability	August 13, 2025

Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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Section 5.0. Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

- The platform offers both free basic registration and paid subscription plans. Free registration may take up to 24 hours to activate, so early registration and submission are recommended.
- Please refer to the [BidNet Electronic Vendor Registration](#) page.
- The City does not control or administer the vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at **(800) 835-4603** before the proposal deadline.

Late submissions will not be accepted under any circumstances.

5.2. Proposal Format

Page Limit Requirement: To ensure a fair and consistent review, proposals shall not exceed **thirty (30) pages in total length**, excluding the required Solicitation Response Form in Section 7.0. This limit is strictly enforced. Proposals exceeding the page limit may be deemed non-responsive.

Proposals must be submitted as a **single, searchable PDF file** and organized according to the format outlined in **Sections 5.3 through 5.11.** to ensure a consistent and objective evaluation process.

Proposals should:

- Clearly express interest in the project.
- Highlight relevant experience, credentials/qualifications, and capacity.
- Demonstrate a sound understanding of the **Scope of Work** and the professional obligations and capability to complete and meet requirements.
- Be concise, well-organized, and free of promotional or non-relevant content

Failure to comply with the specified format or content requirements may result in disqualification.

5.3. Cover Letter

Proposers shall submit a cover letter succinctly describing its interest in the project, summarizing relevant qualifications, and capacity to perform the work outlined in this

solicitation. The letter should also demonstrate the Proposer's understanding of the project and commitment to fulfilling the City's objectives.

The cover letter must include:

- A summary of the Proposer's relevant experience, expertise, and organizational capacity
- The name, title, address, phone number, and email address of the primary point of contact
- Identification of the individual(s) authorized to make representations and enter into binding agreements on behalf of the Proposer
- The signature of a duly authorized representative with legal authority to bind the proposing entity, including printed name and title.

By submitting a proposal, the Proposer certifies its agreement to comply with all requirements, conditions, and terms outlined in this solicitation, including adherence to applicable legal, professional, and ethical standards.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of its proposal. Only the completed form is required; do not return the entire solicitation document unless indicating exceptions, proposed modifications, or marked changes to the terms and conditions.

5.5. Fee Proposal

Proposers shall submit a comprehensive and detailed fee proposal as part of their submission, in accordance with the pricing requirements outlined in **Section 4.10.6**. The fee proposal must clearly identify the total proposed cost and provide sufficient detail to allow for a thorough evaluation of pricing structure and value.

At a minimum, the fee proposal shall include:

- A detailed, **itemized cost breakdown**, including labor, materials, equipment, subcontractor costs, travel, administrative expenses, and other direct or indirect costs
- The proposed billing structure, as specified in this solicitation (e.g., lump sum, not-to-exceed amount, hourly rates by classification, or unit pricing)
- Disclosure of any **additional costs or fees** relevant to the Scope of Work that may affect the final project cost.

All pricing, whether lump sum, not-to-exceed, or otherwise—must be submitted **using the Solicitation Response Form** provided in **Section 7.0**, and itemized separately clearly labeled as a separate component of the proposal for evaluation purpose.

5.6. Capacity, Credentials, Experience, and Qualifications

The Proposers must demonstrate the capability, expertise, and resources to successfully fulfill the Scope of Work and serve as a contract provider to the City. Proposals should highlight:

- Relevant Experience – Proven success in managing projects of similar size and scope, emphasizing project management, budgeting, scheduling, compliance, and operational efficiency.
 - Key Personnel & Organization – Identify roles, office locations, and relevant experience. The personnel listed will be contractually committed to the project and may only be replaced with prior written City approval. An organization chart is encouraged.
 - Proposers may include up to [4] work samples or portfolio examples relevant to the Scope of Work, if applicable.
 - Project Experience & References – List recent relevant projects, prioritizing those most similar in scope. Include:
 - Project owner and reference contact
 - Project location and scope
 - Design cost, construction cost (if applicable), and total project budget
 - Duration and completion date
 - Project Team Experience – Describe how key personnel have worked together on past projects, specific roles, and contributions to the outcomes.
 - Problem-Solving & Risk Mitigation – Provide examples of challenges faced, solutions implemented, and strategies for risk management, budgeting, and timely completion.
 - Change Management & Cost Control – If applicable, describe projects where change orders exceeded 5% of the contract value or delays exceeded one month, and explain how they were managed and resolved.
-

5.7. Strategy and Implementation Plan

Proposers shall provide a comprehensive Strategy and Implementation Plan for successfully delivering the services/work required under this solicitation. The plan should demonstrate an understanding of the City's objectives and articulate a structured approach to executing the Scope of Work detailed in Section 4.0.

The plan may be submitted as a narrative or in another suitable, organized format, and should address the following elements:

- Approach to Work Delivery – Describe how the Proposer will fulfill the contract requirements from initiation to completion, including project management, subcontractor coordination (if applicable), and quality assurance.
- Value-Added Components – Identify any innovative techniques, safety enhancements, construction technologies, reporting tools, or added services that may improve the climbing wall's performance, aesthetics, longevity, or cost-effectiveness.
- Communication & Coordination – Detail the Proposer's approach for collaborating with the City's designated staff, Construction Managers, including regular updates, progress reviews, site meetings, and responsiveness to direction or feedback.
- Implementation Schedule – Provide a detailed schedule outlining major milestones, mobilization, fabrication, delivery, on-site installation, testing (if applicable), and final turnover. Include projected timelines for permitting or inspections, if required.
- Cost-Saving & Efficiency Measures – Recommend any strategies for minimizing costs or avoiding delays, such as prefabrication, supply chain coordination, or site logistics planning.

This plan should clearly convey the Proposer's **readiness, capacity, and technical expertise** to meet the City's goals for the climbing wall project, while supporting timely, safe, and high-quality completion.

5.8. Experience and References

The Proposer(s) must demonstrate relevant and recent experience in delivering the services or work of similar size, scope, and complexity to those described in this solicitation.

Proposers shall provide at least three (3) references from projects completed within the past five (5) years. References should reflect the Proposer's ability to deliver high-quality results, manage challenges, adhere to budgets and schedules, and meet contractual obligations.

For each reference, provide the following information:

- Client Name and Address

- Point of Contact (name, phone number, and email address)
- Dates of Service
- Key personnel assigned, including specific roles in the project
- Describe the services or work performed, including any significant challenges and how they were addressed.
- Original budget and final project cost
- Explanation of any deviations from the original scope, budget, or expected outcomes

The City will use this information to evaluate the Proposer's reliability, problem-solving ability, and overall performance in delivering services/work comparable to those required under this solicitation.

5.9. Financial Statements

DO NOT INCLUDE FINANCIAL STATEMENTS WITH THE PROPOSAL. If deemed necessary, the City may request the Proposer to submit financial statements for its most recent fiscal year prepared by a Certified Public Accountant (CPA). The requested documents may include:

- A balance sheet
- A profit and loss statement
- Any other relevant documentation demonstrating the Proposer's financial capacity and stability to perform under this solicitation

Upon request, financial information will be treated as confidential and exempt from public disclosure to the extent permitted by law.

The financial documentation must reflect the financial position of the specific entity, division, or subsidiary responsible for performing the services. For partnerships or joint ventures, separate financial statements must be provided for each general partner or member. Consolidated statements of a parent company or joint venture entity will not be accepted in place of individual financial documentation.

5.10. Legal Proceedings/Litigation

Proposers must disclose any legal proceedings, lawsuits, or regulatory actions involving the Proposer, its employees, or any subcontractors who may be involved in performing services/work under this Contract. This includes:

- All pending or current litigation, including the status of each case
- Any matter filed, settled, or adjudicated within the past five (5) years

For each case, provide:

- A brief description of the underlying issue
- The status or outcome

Failure to disclose relevant legal proceedings may impact the evaluation process.

5.11. Additional Data (Optional)

Proposers may include supplemental information that supports their qualifications and demonstrates their capacity to successfully fulfill the objectives of this solicitation. While not required, this section provides an opportunity to highlight added value, innovation, or specialized capabilities.

Examples of relevant optional content include, but are not limited to:

- Unique or specialized expertise relevant to climbing wall design, fabrication, or installation
- Use of advanced technologies, sustainable materials, or environmentally responsible practices
- Strategies for user engagement, stakeholder communication, or community integration
- Any other distinguishing features, services, or value-added elements that enhance the proposal

Submissions in this section will not be scored separately but may be used to inform the overall evaluation, particularly in the context of value, innovation, and alignment with City goals.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review all qualified proposals based on the Proposer's ability to demonstrate the expertise, capability, and reliability necessary to perform the Scope of Work successfully. The committee will assess each proposal's integrity, responsiveness, and overall credibility to ensure confidence in contract performance.

6.2. Intent

Only Proposers who meet the qualification criteria will be considered. Proposals must clearly demonstrate the Proposer's ability to provide the services/work outlined in this solicitation.

6.3. Evaluation Summary

Proposals will be evaluated and prioritized based on the criteria, categories, and weighting described below. The City reserves the right to:

- Accept or reject any portion of a proposal
 - Consider past performance on previous contracts with the City or other entities
 - Make an award, if any, in the best interest of the City
-

6.4. Scoring Methodology

Each Evaluation Committee member will independently score the qualitative evaluation criteria listed below using a **1 to 10 scale**, where **1 indicates an unsatisfactory response**, and **10 indicates a highly qualified response that fully meets or exceeds the solicitation requirements**.

Each raw score will be **multiplied by the corresponding weight percentage** assigned to that criterion to calculate a weighted score. The **total qualitative score** for each proposal will be the sum of all weighted scores across the evaluation criteria.

Evaluation Criteria	Weight	Scoring Method	Evaluated By
Responsiveness to Solicitation	5%	1-10	Evaluation Committee
Understanding of Work and City Objectives	20%	1-10	Evaluation Committee
Qualifications, Experience, Credentials	20%	1-10	Evaluation Committee
Strategy & Implementation Plan	15%	1-10	Evaluation Committee
Fee Proposal	40%	Formula-based	Procurement

6.4.1. Evaluation Criteria and Weighted Values (60%)

- **Responsiveness of Submittal to Solicitation (5%)**
 - The degree to which the proposal conforms to all solicitation requirements, including completeness, accuracy, and adherence to submission instructions.
- **Understanding of the Work and City Objectives (20%)**
 - Demonstrated understanding of the City's goals and objectives for the project.
 - The extent to which the proposed approach aligns with project needs.
- **Qualifications, Experience, Credentials (20%)**
 - Demonstrated expertise and successful execution of comparable projects or services.
 - Proposer's ability to provide the required qualifications, certifications, and professional competencies.
- **Strategy and Implementation Plan (15%)**
 - Clarity, feasibility, and effectiveness of the Proposer's implementation plan.
 - See **Section 5.7. – Strategy and Implementation Plan** for additional details.

6.4.2. Fee or Pricing (40%) – Formula-Based Scoring

The Fee or Pricing criterion shall account for 40% of the total evaluation score. To ensure fairness and objectivity, pricing will be evaluated using a formula-based approach.

$(\text{Lowest Fee} \div \text{Proposer's Fee}) \times 40 = \text{Fee Score (out of 40\%)}$

- The lowest responsive fee will be the full 40% weight.
- All other proposals will receive a proportionally lower score based on this formula.

All proposed pricing must be:

- Fully itemized and inclusive of all costs necessary for complete performance of the Work,
- Consistent with the Scope of Work,
- Reasonable and balanced across cost components.

Incomplete, unclear, or unbalanced pricing may result in disqualification or a lower score.

6.5. Shortlisting Proposers

The City will use the following process to shortlist proposals, but it reserves the right to modify this process if deemed in the City's best interest:

- **Compliance Review:** All proposals will be reviewed to ensure compliance with this solicitation's mandatory requirements. Non-responsive proposals will be eliminated from consideration. The Purchasing Agent may request clarification from Proposers if needed.
 - **Evaluation and Scoring:** Evaluation committee members will independently review and score proposals based on the criteria. Scores will be compiled into an Evaluation Matrix to assist in ranking and prioritizing responsive proposals.
-

6.6. Experience and Reference Checks

The City reserves the right to conduct reference checks for the top-ranked Proposer(s) to verify past performance, reliability, and qualifications. Reference checks may include, but are not limited to, inquiries regarding:

- The Proposer's past performance on comparable projects and/or
- Adherence to project timelines, budgets, and contractual obligations; and/or
- Responsiveness, professionalism, and quality of work delivered.

The City may contact the references provided by the Proposer and/or other relevant sources familiar with the Proposer's performance. The City may also request copies of final reports or deliverables and, if applicable, conduct site visits to further assess the Proposer's capabilities and verify the information submitted in the proposal.

6.7. Interviews

At its discretion, the City may invite Proposers scoring within the top 85% to 100% for an interview (virtual or in-person) to evaluate further its qualifications, approach, and ability to fulfill the Scope of Services. The City reserves the right to adjust this threshold based on proposal quality and the number of competitive responses.

Shortlisted Proposer(s) will be notified if interviews are required. Interview dates will follow the schedule outlined in the #Tentative Calendar of Events. Proposers will receive details regarding:

- Interview format and expectations
 - Duration and structure
 - Location (virtual or in-per
-

6.8. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer following the evaluation process. The City will not negotiate with lower-ranked Proposer(s) unless negotiations with higher-ranked Proposer(s) are unsuccessful and formally concluded.

If selected for negotiations, the Proposer may be required to submit revisions to its proposal, which may include, but are not limited to:

- Price adjustments or Best and Final Offers (BAFOs)
- Refinements to technical or scope-related components of the proposal
- Other modifications as reasonably requested by the City to ensure alignment with project goals and requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to serve the City's best interest.

6.9. Award

The City reserves the right to:

- If deemed in the City's best interest, award a contract in whole or part, make multiple awards, or award a primary and secondary contractor.
- Reject any or all proposals and waive informalities or irregularities.
- Consider past performance with the City or other public entities as part of the evaluation.

Additionally, it may not make an award if it is determined to be in the City's best interest.

6.10. Contract Execution

- The selected Proposer must execute the contract within a specified timeframe after award notification. Failure to do so may result in a contract award to the next highest-ranked proposer or re-solicitation.
 - The award is contingent upon funding availability and final City approval.
-

6.11. Notice of Intent to Award & Protest Procedures

- A Notice of Intent to Award may be issued before final contract execution.
- Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5675-25-KF “City of Grand Junction Community Recreation Center Climbing Wall”

The proposer must submit the completed, dated, and signed form.

1) **Total Cost for Work 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 Solicitation and submitted 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 hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services/work described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City’s sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City’s best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- 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 made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.

- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is **98-903544**. The 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.
- A prompt payment discount of _____ percent of the net dollar will be offered,
- to the City if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

Subcontractor Disclosure

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

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

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

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