

# **Request for Proposal**

RFP-5728-25-KF

# Consulting Services for Evaluation of the Grand Junction Fire Department Emergency Medical Services (EMS) Division

# **Proposal Deadline**

October 10, 2025, before 2:00 p.m. (Mountain Daylight Time)

# **Electronic Submission Only**

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

Phttps://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 a 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 1.8.

# **Purchasing Agent Contact**

Kathleen Franklin kathleenf@gjcity.org 970-244-1513

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| Event and Details  | Date   |  |
| Solicitation Issued/Posted Published via BidNet® Direct – RMEPS  | September 12, 2025   |  |
| Inquiry deadline no questions are accepted after the close of business on this date  | September 23, 2025   |  |
| Final Addendum Issued (if applicable)  | September 23, 2025   |  |
| Proposal Submission Deadline<br>Electronic submission via BidNet® Direct only  | October 10, 2025, before 2:00 p.m.   |  |
| Evaluation of proposals Internal review by City-appointed committee  | October 10 through 21, 2025  |  |
| Interviews (if required) Interviews, whether virtual or in-person, will be conducted by the City by invitation only. Tentative interview time blocks are as follows: | Thursday, October 23, 2025  – 11:00 a.m. to 5:00 p.m.  Friday, October 24, 2025  – 8:00 a.m. to 12:00 p.m. |  |
| Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes  | October 24, 2025   |  |
| Contract execution Contingent upon Council approval and funding availability   | November 3, 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 to obtain professional consulting services to conduct a comprehensive evaluation of its Emergency Medical Services (EMS) Division. The evaluation will assess current operations, service delivery, and revenue cycle management, and will provide recommendations to enhance efficiency, effectiveness, and long-term sustainability. In addition, the evaluation shall include an assessment of the proposed Community Paramedic Program.
  - Section 4.0 of this solicitation outlines the project objectives, service delivery expectations, facility and technical requirements, and applicable performance standards (Scope of Work). All Services shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into any resulting Contract.
- **1.5. The City:** The City will act by and through its authorized representative(s).
- **1.6. 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.
- **1.7. Controlling Authority:** The 2024 version of the City <u>Procurement Policy</u> is controlling.
- **1.8. Submission:** 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 Title: Consulting Services for Evaluation of the Grand Junction

Fire Department Emergency Medical Services (EMS) Division

Solicitation Number: RFP-5728-25-KF

Date/Time: October 10, 2025, 2:00 p.m. (America/Denver)

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

https://meet.goto.com/317475445

# Or join the meeting by phone

Access Code: 317-475-445

United States: +1 (408) 650-3123

# To join from a video-conferencing room or system

Meeting ID: 317-475-445

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

Or dial directly: 317475445@67.217.95.2 or 67.217.95.2##317475445

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

https://meet.goto.com/install

1.9. 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 <a href="Open Records Request">Open Records Request</a>. This includes proposals submitted by the 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.

**1.10.** 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.
- **1.11.** 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.
- 1.12. 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 Consultant breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- **1.13.** 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.
- 1.14. Alteration or Withdrawal of the Proposal: Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the proposal due date and time stated in the solicitation. After the designated deadline, no modifications, amendments, or withdrawals will be accepted. All proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.
  - Submitted proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the proposal's due date and may only be withdrawn prior to the execution of a contract.
- **1.15. 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.
- **1.16. 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.
- 1.17. 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.

- 1.18. Questions Regarding Specifications or Scope of Work: All requests for clarification or interpretation of the Specifications or Scope of Services/Work must be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.
- 1.19. 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.
- **1.20. 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 <a href="https://www.bidnetdirect.com/colorado/city-of-grand-junction">https://www.bidnetdirect.com/colorado/city-of-grand-junction</a>. 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.

**1.21. 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:

- **1.21.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- **1.21.2.** 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.

**1.22.** Open Records and 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:

- **1.22.1.** Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**."
- **1.22.2.** Upload confidential information as a separate document; and
- **1.22.3.** 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.

**1.23. 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 1.22.

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

**1.24. 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:
- **1.24.1.** 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:
  - **1.24.1.1.** A comparison of original schedules to actual completion dates
  - **1.24.1.2.** A brief explanation of methods used to manage timelines and mitigate delays
- **1.24.2.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- **1.24.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- **1.24.4.** Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
- **1.24.5.** Ensure full compliance with the requirements outlined in Section 5.0. **Preparation and Submittal of Proposals**.
- 1.25. 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:

- **1.25.1.** 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
- **1.25.2.** 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.
- **1.26. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.27. Sales and Use Taxes: The Consultant 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.
- **1.28. 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.

**1.29. 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 executed by the City and the Consultant. By executing the Contract, the Consultant affirms that it has reviewed and is familiar with the conditions under which the Services will be performed and has correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The intent of the Contract Documents is to include all professional services, deliverables, analyses, recommendations, and related 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 Consultant shall be responsible for obtaining and paying all permits, licenses, and fees, if any are required, for the proper execution and completion of the Services. The Consultant shall provide all 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, governing the performance of the Services.

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

Should the Consultant proceed with any Services knowing they are non-compliant with applicable laws or regulations and fail to provide written notice to the City, the Consultant shall assume full responsibility for any resulting consequences and bear all associated costs for corrective actions or penalties.

- **2.4.** Responsibility for those Performing the Services: The Consultant is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.
- 2.5. Payment & Completion: As set forth in this Contract, the Contract Sum represents the total compensation payable by the City to the Consultant for performing the Services. Upon completion of the required Deliverables, the Consultant shall provide written notice of completion along with a final detailed invoice. The City's Project Manager will review the Deliverables, and when the Services are determined to be in compliance with the Contract and satisfactorily completed, final payment shall be processed in accordance with the Contract Documents.

Progress payments may be made based on the Consultant's satisfactory completion of interim Deliverables or milestones, as documented in detailed invoices. Each invoice must accurately reflect the Services performed and the associated costs incurred under the Contract.

All Services shall be performed in accordance with generally accepted professional practices and standards of competency for similar consulting services, and in full compliance with applicable laws, ordinances, and regulations.

2.6. Protection of Persons, Property, and Information: The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons, property, and information. The Consultant shall implement appropriate safeguards to protect City personnel, stakeholders, facilities, systems, and confidential operational or patient-related data from harm, unauthorized access, disclosure, loss, or misuse arising out of the performance of the Services.

Should any damage, injury, loss, or unauthorized disclosure result from any act, omission, negligence, or misconduct of the Consultant in the performance of this Contract, the Consultant shall, at its sole expense, promptly remedy the situation to the satisfaction of the City. If the Consultant fails to correct such issues in a timely manner, the City reserves the right to take corrective action and recover all associated costs from the Consultant.

**2.7. Changes in the Services:** The City may request changes to the Services within the general scope of this Contract, including additions, deletions, or modifications. Such changes shall not invalidate the Contract but may require an equitable adjustment to compensation, deliverables, or the performance schedule.

No change shall be valid or binding unless set forth in a written amendment or Change Order executed by duly authorized representatives of both Parties. The Consultant shall not proceed with any change to the Services until such written authorization has been fully executed.

- Adjustments to compensation, deliverables, or the performance schedule shall be made only in accordance with the terms and conditions of this Contract, and no claim for additional payment or time shall be valid without an approved, executed amendment or Change Order.
- **2.8. Minor Changes in the Services:** 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.
- 2.9. Correction of Services: The Consultant shall perform all Services and provide all Deliverables in accordance with professional standards of practice, exercising the skill, care, and expertise ordinarily applied by consultants in the relevant field. Should any Services or Deliverables fail to meet the requirements of this Contract, the Consultant shall bear full responsibility and shall promptly correct or re-perform such Services or Deliverables at no additional cost to the City.

The Consultant shall also bear all costs associated with correcting non-conforming Services or Deliverables, including any additional work required by the City as a direct result of the deficiencies. If the Consultant fails to remedy the non-conformance in a timely manner, the City reserves the right to take corrective action and recover all related costs from the Consultant.

- 2.10. Acceptance Not Waiver: The City's review, approval, or acceptance of any Services or Deliverables shall not relieve the Consultant of its continuing obligation to perform in accordance with the standards of quality, integrity, and timeliness required under this Contract. The City's approval, acceptance, or payment for any Services shall not be construed as a waiver of any rights under this Contract, nor shall it bar the City from pursuing any claims arising from the Consultant's performance.
- **2.11.** 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.
- **2.12. Assignment:** The Consultant shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval of the City.
- **2.13. Compliance with Laws:** The Consultant 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 Consultant 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.
- **2.14. Debarment/Suspension:** The Consultant hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.

2.15. Confidentiality: The Consultant shall maintain the confidentiality of all non-public, sensitive, or proprietary information disclosed by the City or obtained while performing the Services, including but not limited to operational data, personnel records, patient-related information, and internal assessments, except where disclosure is required by law. The Consultant shall implement reasonable safeguards to protect such information and shall ensure compliance by its employees, subcontractors, and agents.

The obligation of confidentiality shall survive the termination or completion of this Contract.

- 2.16. 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.
- **2.17.** 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.
- 2.18. Contract Termination: The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- **2.19. Employment Discrimination:** During the performance of any Services, the Consultant agrees to:
  - 2.19.1. The Consultant 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 Consultant agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.
  - **2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Consultant shall state that the Consultant is an Equal Opportunity Employer.
  - **2.19.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Compliance: The Consultant certifies that it fully complies with the Immigration Reform and Control Act of 1986 and all applicable federal, state, and local immigration laws. The Consultant 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.

- 2.21. Failure to Perform: If the Consultant fails to fulfill its obligations under this Contract—including, but not limited to, timely completion of Services, adherence to professional standards of quality, or compliance with reporting and coordination requirements—the City may, after providing oral or written notice (with any oral notice documented in the contract file), obtain substitute services from alternate sources. The Consultant shall be liable for any additional costs or damages incurred by the City as a result.
  - In cases of nonperformance, the City may pursue progressive corrective actions, as appropriate. However, if the failure materially affects project outcomes, jeopardizes the integrity of the evaluation, or otherwise disrupts the continuity of Services, the City reserves the right to take immediate action, including suspension or termination of the Contract.
- **2.22.** Failure to Enforce: The City's failure at any time to enforce any provision of this Contract shall not be construed as a waiver of that provision or of any other rights under this Contract. Such non-enforcement shall not affect the validity or enforceability of the Contract, nor shall it preclude the City from subsequently enforcing any provision in accordance with its terms.
- 2.23. Force Majeure: The Consultant 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 Consultant 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.
- **2.24. Indemnification:** The Consultant 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 Consultant 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.
- **2.25. Independent Contractor:** The Consultant is and shall remain an independent consultant in all respects under the Contract. Neither the Consultant 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 Consultant 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 Consultant 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.

2.26. Services, Work Product and City Ownership: All documents, reports, analyses, studies, data, concepts, designs, models, calculations, and any other materials or deliverables created, developed, or prepared by the Consultant in connection with this Contract shall be deemed "work made for hire" and shall become the sole property of the City upon creation. To the extent any such materials do not qualify as work made for hire under applicable law, the Consultant hereby irrevocably assigns to the City all rights, title, and interest, including all intellectual property and proprietary rights, in and to such materials. The Consultant shall have no ownership, copyright, or proprietary rights in the work product.

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

- 2.27. Patents and Copyrights: The Consultant 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 Consultant for any damage, 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.
- **2.28. 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 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- **2.29. Expenses:** All costs incurred by the Consultant in the preparation, submission, and presentation of a proposal in response to this solicitation shall be borne solely by the Consultant and shall not be reimbursed or charged to the City under any circumstances.
- **2.30. 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.
- **2.31.** 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.

- **2.32. 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.
- **2.33. Default:** The City reserves the right to terminate the Contract if the Consultant 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 Consultant 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 Consultant 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 Consultant 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.

2.34. Piggyback: Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Consultant 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 Consultant 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.

- **2.35. 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.
  - **2.35.1.** "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 Consultant's authorized

- representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.
- 2.35.2. "Business Associate" means a person who creates, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative, and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- **2.35.3.** "City" means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- **2.35.4.** The "Contract Sum" refers to the total amount payable by the City to the Consultant 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.
- 2.35.5. "Contract Time" means the period during which the Consultant is obligated to perform the Services under this Contract, beginning on the effective date specified in the Notice to Proceed or other written authorization issued by the City, and continuing through the date of completion, expiration, or termination as set forth in the Contract Documents. Contract Time may be extended or reduced only by a duly executed written amendment or change order.
- **2.35.6.** A "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output the Consultant 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.
- **2.35.7.** "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.
- **2.35.8.** "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.
- **2.35.9.** "Project" or "Work" refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- **2.35.10.** "Services" include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- **2.35.11.** "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 Consultant shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Consultant's performance of Services under the Contract.

This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Consultant's failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Consultant of any liabilities or obligations assumed under the Contract. Furthermore, the Consultant shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Consultant shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Consultant 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.

Including premises, products, completed operations, personal injury, and contractual liability. Policy shall provide severability of interest.

# (b) **Professional Liability Errors and Omissions**

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

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

If claims are made, the retroactive date shall precede the Contract effective date, and continuous coverage or an extended reporting period of at least five (5) years shall be maintained.

# (c) Cyber Liability Insurance

TWO MILLION (\$2,000,000) aggregate minimum. Up to FIVE MILLION (\$5,000,000) may be required if the Consultant requires direct access to City networks or sensitive personal data

The Consultant shall maintain Cyber Liability Insurance covering claims arising from data breaches, privacy violations, or unauthorized access to or use of any personally identifiable information (PII) obtained while performing services under this contract.

This coverage shall remain in effect for the duration of the contract and at least one (1) year following contract termination

(d) **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 Consultant's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services.

- (e) Workers' Compensation and Employers' Liability: At its own expense, the Consultant shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Consultant 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: Commercial General Liability and Automobile Liability policies shall be endorsed to name 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 Consultant shall be solely responsible for any deductible losses and self-insured retentions.

# Section 4.0: Specifications and Scope of Work

# 4.1. Introduction/Background

The EMS Division of the Grand Junction Fire Department provides advanced life support, emergency response, and patient transport across 649 square miles, responding to approximately 18,000 calls annually. In addition, the Department is temporarily providing EMS services to a small volunteer department to the south of our primary response area. The Division operates with 159 Fire/EMS and 12 EMS Only FTE staff, 9 ambulances, and an annual budget of approximately \$5,500,000.

- Historically, EMS in the Department's service area was provided by a private entity. In 2006, in an effort to improve care and response times, the Department assumed EMS transport responsibilities from the private entity. This was originally planned to include 911 responses only. Upon losing the contract, the private entity completely pulled out of the area, and the Department took over non-emergent transport in addition to the 911 volume.
- The Department currently operates out of 7 stations. An 8<sup>th</sup> station is being built but will not be staffed initially. There are seven (7) fire-based ambulances operating daily on a 48/96 shift schedule and handling the majority of the 911 volume. These are staffed with Firefighter/EMTs and Firefighter/Paramedics who rotate between ambulance shifts and shifts on fire apparatus. In addition, the department runs three (3) non-fire-based ambulances per day. These ambulances operate on a 3-4-4-3 12-hour shift schedule and provide both 911 and non-emergency response. Skill level varies on these ambulances between ALS and BLS, depending on staffing. The Department operates with a Safety/Medical Officer per shift who is responsible for the daily EMS operations. The Department is also in the planning stages of initiating a Community Paramedic program, which is currently in the budget approval process with a planned initiation in mid-2026.
- The City of Grand Junction and the surrounding area are quickly growing. This causes a constant increase in call volume. In addition, there is a high population of unhoused individuals in the area, which contributes to a high portion of our daily 911 and non-emergent volume. The department has tried numerous deployment concepts with some success. The current deployment model is handling the call volume but is causing wear on staff.

# 4.2. Objective

The City seeks to engage a qualified Consultant to conduct a comprehensive evaluation of the EMS Division. The objective is to obtain independent, data-driven recommendations to improve organizational effectiveness, service delivery, revenue cycle management, and long-term sustainability. The Consultant shall also evaluate the feasibility and potential impacts of the proposed Community Paramedic Program.

# 4.3. Scope of Services

The Consultant shall provide professional services that may include, but are not limited to:

- Review and assessment of organizational structure, staffing, training, and leadership.
- Evaluation of current service delivery model, response times, coverage areas, and workload distribution.
- Analysis of resource allocation, equipment, facilities, and technology.
- Analysis of proposed Community Paramedic program.
- Benchmarking against national standards, industry best practices, and peer agencies.
- Assessment of financial sustainability, funding models, and cost recovery opportunities.
- Stakeholder engagement, including interviews with City staff, elected officials, and community partners.
- Development of findings, options, and prioritized recommendations for improvement.

# 4.3.1. Compliance and Regulatory Assurance

 The Consultant shall execute and maintain a Business Associate Agreement (BAA) with the City prior to commencing any Services. A sample BAA is provided in Attachment A.

#### 4.3.2. Deliverables

The Consultant shall provide the following deliverables, at a minimum:

- Project Work Plan (including methodology, schedule, and engagement plan).
- Final Comprehensive Report incorporating feedback from the City.

#### 4.3.3. Performance Standards/Service Levels

All analyses and recommendations shall be evidence-based, actionable, and supported by comparative data or best practices from peer agencies.

#### 4.3.4. Project Schedule

The City prefers that all Services and Deliverables be completed by **December 31, 2025**; however, the City recognizes this timeline may not be achievable depending on the proposed approach. Proposers shall submit a project schedule that identifies key milestones, deliverables, and deadlines sufficient to complete the Scope of Services, and may propose an alternative completion date if justified by the methodology and work plan.

#### 4.4. Special Conditions/Provisions:

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

All questions regarding this solicitation shall be submitted by email only to:

Kathleen Franklin, Purchasing Agent

kathleenf@gjcity.org

- **4.4.2. Key Staff Reassignment:** Key Personnel identified in the proposal shall be contractually committed to the project. Substitutions or replacements shall not occur without the City's prior written approval.
- **4.4.3. City Personnel Time & Deliverable Review Standards:** Proposers shall clearly identify any expected time commitments required by City personnel, including staff involvement in meetings, interviews, coordination, data collection requirements, document review, or approvals. 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 Consultant'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 Consultant.
- **4.4.4.** Fee/Price Proposal Requirements: Pricing shall be established as a Not-to-Exceed Amount, as specified in this solicitation. All pricing must be comprehensive and inclusive of all costs necessary for the successful completion of the Project, including but not limited to:
  - Professional services, labor, and administration
  - Meetings, interviews, stakeholder engagement, and reporting
  - Data collection, analysis, and documentation
  - Materials, equipment, and technology usage
  - Travel and related expenses
  - Any other costs required for full performance under the Contract

The City shall not be responsible for any additional costs beyond the agreed pricing, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise specified in the Contract Documents.

Proposer(s) shall:

- 1. Complete the pricing form provided in Section 7.0 Solicitation Response Form, identifying a single Not-to-Exceed Price.
- 2. **Provide a separate, itemized price proposal** showing the breakdown of costs by task, phase, or deliverable (e.g., hours by staff classification, labor rates, travel, data analysis, reporting). The itemized proposal shall support, but not exceed, the Not-to-Exceed Price listed in Section 7.0.

All fees and pricing submitted in response to this solicitation may be subject to negotiation at the City's sole discretion.

4.4.5. Not-to-Exceed Compensation Limit: Compensation under this Contract shall not exceed the total amount expressly authorized in the Contract Documents ("Not-to-Exceed Amount"). The Consultant shall monitor progress and expenditure to ensure compliance with this limit. The City shall not be responsible for any Services performed or costs incurred more than the Not-to-Exceed Amount unless an increase is authorized in advance, in writing, through a duly executed Contract Amendment or Change Order.

The Consultant acknowledges and agrees that any Services performed over the authorized amount—whether performed in good faith or based on the belief that such work was necessary—shall be at the Consultant's sole risk and expense. Verbal assurances or informal communications shall not be construed as authorization to exceed the Not-to-Exceed Amount.

The Consultant further acknowledges that the Not-to-Exceed Amount is based on successful completion of the Scope of Services and required Deliverables, not estimated labor hours. The Consultant remains responsible for delivering the contracted Services as agreed, regardless of whether actual labor hours exceed the Proposer's original estimates. Underestimating the level of effort required shall not constitute grounds for additional compensation or relief from performance obligations.

- **4.4.6. 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."
  - **4.4.6.1.** 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.

- 4.4.6.2. 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 Consultant 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.
- **4.5. Project Manager:** The City's Project Manager shall oversee, review, and accept all Services performed under the Scope of Work. During the performance of the

Contract, all notices, correspondence, submittals, and other communications directed to the City shall be delivered to the designated City representative at the address provided by the City. The City will identify and confirm the designated Point of Contact upon contract award.

**4.6. 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: <a href="duaneh@gicity.org">duaneh@gicity.org</a> 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.

4.7. Contract Term: The Contract shall become effective upon execution by both Parties, with Services commencing immediately thereafter. Performance of this Contract is expressly subject to the appropriation of funds by the City Council. The Consultant shall complete all Services and Deliverables as expeditiously as possible, consistent with the requirements of the Scope of Work and the City's objectives, unless otherwise amended or terminated in accordance with the terms of this Contract.

Renewal options are not anticipated for this engagement. However, should the City determine that additional related services are required, any extension or amendment shall be subject to mutual written agreement, satisfactory performance by the Consultant, and appropriation of funds by the City Council.

Unless otherwise modified by a duly executed written amendment, all terms, conditions, and pricing/fee provisions in the original Contract shall remain in effect during any extension.

# Attachments

The following documents are incorporated by reference and are essential for understanding and fulfilling the Scope of Work. Proposers are responsible for reviewing all referenced materials prior to submitting a proposal. All services, work, and deliverables must conform to applicable specifications and be coordinated with the overall project requirements and schedule.

Attachment A - Sample Business Associate Agreement

# **Tentative Calendar of Events:**

| Event and Details          | Date               |
|----------------------------|--------------------|
| Solicitation Issued/Posted | September 12, 2025 |

| Published via BidNet® Direct – RMEPS   |  |
|--|--|
| Inquiry deadline no questions are accepted after the close of business on this date  | September 23, 2025   |
| Final Addendum Issued (if applicable)  | September 23, 2025   |
| Proposal Submission Deadline<br>Electronic submission via BidNet® Direct only  | October 10, 2025, before 2:00 p.m.   |
| Evaluation of proposals Internal review by City-appointed committee  | October 10 through 21, 2025  |
|  |  |
| Interviews (if required) Interviews, whether virtual or in-person, will be conducted by the City by invitation only. Tentative interview time blocks are as follows: | Thursday, October 23, 2025  – 11:00 a.m. to 5:00 p.m.  Friday, October 24, 2025  – 8:00 a.m. to 12:00 p.m. |
| Interviews, whether virtual or in-person, will be conducted by the City by invitation only.  | <ul><li>– 11:00 a.m. to 5:00 p.m.</li><li>Friday, October 24, 2025</li></ul>                               |

**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: <a href="https://www.bidnetdirect.com/colorado/city-of-grand-junction">https://www.bidnetdirect.com/colorado/city-of-grand-junction</a>

- 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 <u>BidNet Electronic Vendor Registration</u> page.
- The City does not control or administer the vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603 before the proposal deadline.

No other form of submission will be accepted. Proposals must be fully uploaded to the platform and confirmed in BidNet Direct before the submission deadline. Draft or incomplete uploads will not be considered, and late submissions will not be accepted under any circumstances.

# 5.2. Proposal Format

Proposals shall be submitted as a single, searchable PDF file. 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. If a proposal exceeds this limit, the City will evaluate only the first thirty (30) pages provided.

Proposals shall be clear, concise, and organized to address the requirements outlined in this solicitation. Proposers are strongly encouraged to follow the order of sections provided herein to support a consistent and objective evaluation process.

#### 5.3. Cover Letter

Proposers shall submit a cover letter summarizing its interest in the project, relevant qualifications, and capacity to perform the required services. The letter should demonstrate understanding of the project and commitment to the City's objectives.

The cover letter must include:

• A summary of relevant experience, expertise, and organizational capacity.

- Contact information for the primary point of contact (name, title, address, phone, email).
- Identification of the individual(s) authorized to make representations and enter into binding agreements.
- Signature of an authorized representative with 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. Only the completed form is required; the entire solicitation document should not be returned unless the Proposer is indicating exceptions, proposed modifications, or marked changes to the terms and conditions.

# 5.5. Fee/Price Proposal

Proposers shall submit a **detailed, itemized price proposal** within the body of its submission, in addition to completing the Solicitation Response Form in Section 7.0. The itemized proposal shall be consistent with the structure and requirements outlined in Section 4.4.4.

The **Not-to-Exceed Price** identified in the Solicitation Response Form will be used for cost evaluation, and the itemized proposal shall support—but not exceed—that amount.

#### 5.6. Capacity, Credentials, Experience, and Qualifications

Demonstrated success in conducting organizational assessments and operational reviews for EMS, fire service, or public safety agencies, with emphasis on project management, stakeholder engagement, data analysis, and operational efficiency.

Proposals should highlight:

 Relevant Experience – Demonstrated success in conducting organizational assessments, operational reviews, or strategic studies for EMS, public safety, healthcare, or other emergency response agencies. Emphasize experience with project management, stakeholder engagement, data analysis, compliance, and operational efficiency.

- **Key Personnel & Organization**—Identify the proposed project manager and key team members, roles, office locations, and directly relevant experience. The personnel listed will be contractually committed to the project and may only be replaced with the city's prior written approval. An organization chart is encouraged.
- **Work Samples** Proposers may include up to [2] reports, studies, or portfolio examples relevant to EMS or public safety evaluations.
- **Project Experience & References** Provide descriptions of recent, relevant projects, prioritizing those most similar in scope. Include:
  - Project owner and reference contact information
  - Project location and scope of services
  - Project budget (if applicable)
  - Duration and completion date
- **Project Team Experience** Describe how key personnel have worked together on past projects, including specific roles and contributions to project outcomes.
- **Problem-Solving & Risk Mitigation** Provide examples of challenges encountered during comparable projects (e.g., data limitations, stakeholder resistance, operational constraints) and explain the solutions and strategies applied to ensure successful outcomes.
- Change Management & Adaptability Describe experience managing changes in scope, schedule, or client priorities, and how these were addressed while maintaining quality and delivering actionable recommendations.

# 5.7. Strategy and Implementation Plan

Proposers shall provide a clear and comprehensive plan for delivering the services required under this solicitation. The plan must demonstrate an understanding of the City's objectives and outline a structured approach to completing the Scope of Services described in Section 4.0.

The plan may be presented as a narrative or other suitable format and should address:

- **Service Delivery Approach** How the Proposer will carry out the Scope of Services from initiation through completion.
- **Value-Added Methods** Innovative methodologies, tools, or practices that enhance efficiency, quality, or cost-effectiveness.
- **Communication & Coordination** Strategies for working with City staff, stakeholders, and other partners to ensure effective collaboration.
- **Implementation Schedule** A timeline with key milestones, deliverables, and deadlines aligned with the required completion date.

• **Cost Efficiency** – Recommended approaches to optimize resources, manage risks, and control expenses.

This plan should demonstrate the Proposer's readiness, capability, and commitment to achieving the City's objectives.

# 5.8. Experience and References

The Proposer must demonstrate recent experience providing consulting services of comparable size, scope, and complexity to those required in this solicitation. Preference will be given to experience with fire/EMS departments or public safety organizations of a size and service demand similar to the Grand Junction Fire Department. While project experience in Colorado or the surrounding region is preferred, it is not required.

Proposers shall provide a minimum of three (3) references for projects completed within the past five (5) years. References should demonstrate the Proposer's ability to deliver high-quality results, address operational and organizational challenges, maintain adherence 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
- Description of the services performed, including major findings or recommendations, significant challenges, and how those challenges were addressed.
- Original budget and final project cost
- Explanation of any material deviations from the original scope, budget, schedule, or expected outcomes

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

# 5.9. 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 under this Contract. This includes:

- All pending or current litigation, including the status of each case, and
- 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.

# 5.10. Additional Data (Optional)

Proposers may include additional information that demonstrates unique qualifications or capabilities beyond the requirements of this solicitation. Examples may include:

- Specialized expertise in EMS, fire service, or public safety consulting.
- Innovative methodologies, analytical tools, or technologies used in comparable projects.
- Approaches that promote operational efficiency, long-term sustainability, or cost savings.
- Stakeholder and community engagement strategies that strengthen project outcomes.
- Other distinguishing factors that highlight the Proposer's ability to deliver added value to the City.

This section is optional, but Proposers are encouraged to provide information that underscores its ability to enhance the evaluation process and support the City's objectives.

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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. 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 the Proposer's past performance on contracts with the City or other entities as a part of the evaluation process
- Make an award, if any, in the best interest of the City

# 6.3. Scoring Criteria

The City will evaluate proposals using the criteria and relative weights identified below. Each evaluation committee member will independently score qualitative criteria on a scale of 1 to 10, where 1 indicates an unsatisfactory response and 10 indicates a highly qualified response that fully meets or exceeds the solicitation requirements. Raw scores will be multiplied by the assigned weight to calculate weighted scores. The total score will be the sum of all weighted scores across the evaluation criteria.

# 6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 90%)

- Responsiveness to Solicitation 10%
- Understanding of Scope and City Objectives 20%
- Capacity, Credentials, Experience, and References 25%
- Strategy and Implementation Plan 20%
- Delivery Schedule and Timeliness 15%

Subtotal Qualitative: 90%

# 6.3.2. Cost Evaluation Methodology (10%)

Cost will be evaluated using the following formula:

(Lowest Responsive Cost ÷ Proposer's Cost) × Weight = Score

- The Proposer with the lowest responsive **Not-to-Exceed Price** will receive the maximum available points.
- All other proposals will receive proportionally fewer points, based on the formula above.
- The Not-to-Exceed Price identified in Section 7.0 Solicitation Response Form will be used for cost scoring.
- Proposers must also provide a detailed pricing proposal to support the Notto-Exceed Price.

Incomplete, ambiguous, or unbalanced pricing may result in disqualification or a reduced score.

# 6.4. 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.

#### 6.5. 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.

#### 6.6. 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-person)

# 6.7. 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.

#### 6.8. Award

The City reserves the right to:

- Award a contract in whole or in part, award to one or more Proposers, or to designate a primary and secondary Contractor, if deemed in the City's best interest.
- Reject any or all proposals and waive informalities or irregularities.
- Consider a Proposer's history of performance with the City or other public agencies when determining responsibility and final award suitability.

The City may, at its sole discretion, determine that no award will be issued if it is not in the City's best interest.

#### 6.9. 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 highestranked proposer or re-solicitation. • The award is contingent upon funding availability and final City approval.

# 6.10. 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 <a href="Procurement Policy">Procurement Policy</a>.

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# Section 7.0. Solicitation Response Form

# RFP-5728-25-KF "Consulting Services for Evaluation of the Grand Junction Fire Department Emergency Medical Services (EMS) Division"

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

| 1) | Total Cost for Services as Described, Not-to-Exceed: \$  |         |  |
|----|--|---------|--|
|    | Total Not-to-Exceed Cost Written:  |         |  |
|    |  | dollars |  |
|    | <ul> <li>Itemized Price Proposal is attached (required in addition to Not-to-Exceed<br/>Price above).</li> </ul> |         |  |
|    | 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:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- 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 withininvoice. | days after the receipt of the                |

#### 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:              |   |

| mail Address of Agent: |  |
|------------------------|--|
|                        |  |
| usiness Address:       |  |
|                        |  |
| ity, State, ZIP Code:  |  |
|                        |  |
| ate·                   |  |

# **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) |
|---|---|------------------------------|
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   |                              |
|   |   | <u></u>                      |

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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