



## **Request for Proposal**

RFP-5864-26-KN

### 4<sup>th</sup> of July Fireworks Show

#### **Proposal Deadline**

April 16, 2026, before 1:00 p.m. (Mountain 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 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 1.9.

#### **Purchasing Agent Contact**

Kassy Nelson  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)  
970-244-1546

## **Table of Contents**

<b>Section 1.0. Administrative Information &amp; Conditions for Submittal .....</b>	<b>3</b>
<b>Section 2.0. General Contract Terms and Conditions .....</b>	<b>9</b>
<b>Section 3.0: Insurance Requirements.....</b>	<b>17</b>
<b>Section 4.0: Specifications and Scope of Services .....</b>	<b>18</b>
Attachments.....	24
Tentative Calendar of Events.....	25
<b>Section 5.0: Preparation and Submittal of Proposals.....</b>	<b>26</b>
<b>Section 6.0. Evaluation Criteria and Factors .....</b>	<b>29</b>
<b>Section 7.0. Solicitation Response Form.....</b>	<b>34</b>

## 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:

Kassy Nelson  
[kassyh@gjcity.org](mailto:kassyh@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 professional firms to provide all labor, equipment, and materials required to provide a fireworks show/display for the City of Grand Junction's Annual 4<sup>th</sup> of July Fireworks Show (held on July 4<sup>th</sup>).

Section 4.0 of this solicitation outlines the project objectives, service delivery expectations, technical requirements, and applicable performance standards (Scope of Services). 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. **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 issued by addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that may affect its/his/her understanding of the requirements, the Proposer shall seek clarification from the Purchasing Agent prior to the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fully perform the requirements of the Contract.
- 1.7. **Controlling Authority:** The 2024 version of the City [Procurement Policy](#) 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 adhere to the specified formatting, content, and submission guidelines outlined in this document.

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

**Date/Time: April 16, 2026, 1:00 p.m. (America/Denver)**

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

 <https://meet.goto.com/517849197>

**Or join the meeting by phone.**

Access Code: 517-849-197

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

**To join from a video-conferencing room or system:**

Meeting ID: 517-849-197

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

Or dial directly: 517849197@67.217.95.2 or 67.217.95.2##517849197

*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 [Open Records Request](#). 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 a 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, if any. 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 Firm 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, termination of the contract, 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 best interest of the City.
- 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 that are formally accepted by the City and memorialized in a 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 Services:** All requests for clarification or interpretation of the Specifications or Scope of Services shall 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 "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 <https://www.bidnetdirect.com/colorado/city-of-grand-jection>. 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 Materials:** 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, thereby eliminating 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 1.23.

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 or 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 Firm 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 opening shall be conducted publicly in a virtual meeting immediately following the proposal deadline. Proposers, its/his/her representatives, and other interested parties are invited to attend.

To ensure transparency and procedural integrity, all proposals received in BidNet by the deadline will be formally acknowledged during the opening. In accordance with the nature of an RFP, only the names of the entities submitting proposals will be announced. No pricing details will be disclosed at this 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 and shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer. By submitting a proposal, the Proposer agrees to comply with all requirements of this solicitation, including compensation provisions and all applicable contractual, legal, and ethical obligations set forth herein

Any exceptions, deviations, or proposed alternatives to the City's stated requirements must be clearly and specifically identified in the proposal. Failure to do so may be deemed a waiver of the Proposer's right to request modifications to the terms or conditions of performance, except as explicitly specified within this solicitation.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of both the City and the Firm. By executing the Contract, the Firm represents that it has thoroughly reviewed and familiarized itself with the conditions, requirements, and constraints under which the Services will be performed, and that it has correlated its observations, technical understanding, and expertise 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 incidental items necessary for the proper execution and completion of the Scope of Services as defined herein.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Firm shall be responsible for identifying, obtaining, and paying for all permits, approvals, licenses, and governmental fees required for the proper performance and completion of the Services, unless expressly stated otherwise in the Contract. The Firm shall provide all required notices and shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction, including those of the City.

The Firm shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. The City shall determine the appropriate course of action to resolve such inconsistencies in the best interest of the City.

If the Firm proceeds with the Services knowing that such Services do not comply with applicable laws or regulatory requirements and fails to provide timely written notice to the City, the Firm shall assume full responsibility for the non-compliant work and shall bear all costs associated with corrective actions, delays, penalties, or other resulting consequences.

- 2.4. Responsibility for Those Performing the Services:** The Firm 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, as if such acts or omissions were those of the Firm.

- 2.5. Payment & Completion:** As provided in the Contract, the Contract Sum shall be established as a not-to-exceed amount and represents the maximum total

compensation payable by the City to the Firm for performance of the Services. The Firm shall be compensated only for approved Services performed in accordance with the Contract Documents and shall not exceed the not-to-exceed amount without an approved and executed Change Order in place prior to performing the additional Services.

Upon completion of the required deliverables, the Firm shall submit a written notice confirming readiness for review, along with a detailed invoice for the final payment. The City's Project Manager shall review the deliverables, and upon determination that the Services have been completed in compliance with the Contract, payment shall be processed in accordance with the Contract Documents.

Partial payments may be made based on the Firm's progress and completion of Services, as supported by detailed invoices accurately reflecting the Services performed and associated costs.

All Services shall be performed in accordance with generally accepted professional standards of care and in compliance with all applicable federal, state, and local laws, ordinances, and regulations.

- 2.6. Protection of Persons and Property:** The Firm shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, and lawful orders governing the safety and protection of persons and property in the performance of the Services. The Firm shall take reasonable precautions to protect the public, the City, its employees, and property from damage, loss, or injury arising from the Firm's performance of the Services.

To the extent the Firm's activities cause damage to public or private property, whether direct or indirect, the Firm shall, at its sole expense, promptly repair or restore the damaged property to a condition equal to or better than its condition immediately prior to the damage, in a manner acceptable to the City. If the Firm fails to remedy such damage in a timely manner, the City may take corrective action and recover all associated costs from the Firm.

- 2.7. Changes in the Products and/or Services:** The City may request changes to the Services within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract Sum and/or Contract Time.

No change to the Service shall be deemed authorized, approved, or binding until memorialized in a written Change Order executed by duly authorized representatives of both Parties. The Firm shall not proceed with any change to the Services unless and until a fully executed Change Order is in place.

Any adjustments to the Contract Sum or Contract Time shall be made only in accordance with the terms and conditions of the Contract Documents, and no claim for additional compensation or extension of time shall be valid absent an approved, executed Change Order.

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

**2.9. Correction of Services and Work Product:** The Firm shall perform the Services and prepare all Work Product in accordance with generally accepted professional standards of care and the requirements of the Contract. If any Services or Work Product are found to be deficient, nonconforming, or not in compliance with the Contract, the Firm shall, at its sole cost and expense, promptly correct such deficiencies to the satisfaction of the City.

The Firm shall bear all costs associated with correcting deficient Services or Work Product, including any additional effort required as a direct result of such deficiencies. If the Firm fails to correct the nonconforming Services or Work Product in a timely manner, the City may take corrective action and recover all associated costs from the Firm.

**2.10. Acceptance Not Waiver:** The City's review, approval, acceptance, or payment for any Services or Work Product shall not relieve the Firm of its obligation to perform the Services in accordance with the standards of care, quality, and timeliness required under the Contract. No acceptance, approval, or payment shall be construed as a waiver of any rights or remedies available to the City under the Contract, nor shall it waive any claims arising from the Firm's performance.

**2.11. Change Order or Contract Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, requirements, or specifications of the Contract. Any amendment, modification, or change order to the Contract shall be valid only if made in writing and executed by the City's Contract Administrator and the Firm. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

**2.12. Assignment:** The Firm shall not sell, assign, transfer, or otherwise 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 Firm shall comply with all applicable federal, state, county, and municipal laws, statutes, ordinances, codes, rules, regulations, and ethical standards governing the performance of the Services under the Contract.

The Firm represents and warrants that it is duly qualified to perform the Services and possesses all required authority, professional licenses, certifications, experience, and expertise necessary to perform the Services. All such licenses and qualifications shall remain valid and in good standing throughout the term of the Contract.

**2.14. Debarment or Suspension:** The Firm certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded or state-administered contracts or from providing the Services.

**2.15. Confidentiality:** The Firm shall maintain the confidentiality of any non-public information disclosed by the City or obtained in the performance of the Services,

except as required by law. The Firm shall use reasonable care to protect such information from unauthorized use or disclosure and shall ensure that its employees, agents, and subcontractors comply with this requirement.

- 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 in accordance with 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 Firm agrees to:
  - 2.19.1.** The Firm 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 Firm agrees to post notices in conspicuous places visible to employees and job applicants, setting forth the provisions of this nondiscrimination clause.
  - 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Firm shall state that the Firm 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 Firm certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Firm 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 Firm fails to fulfill its obligations under the Contract, including but not limited to timely delivery of Services, conformance with applicable standards of care, 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), procure substitute services, work, or materials from alternate sources. The Firm shall be liable for any additional costs or damage incurred by the City because of such failure.

In the event 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 the 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 to enforce any provision of this Contract at any time shall not constitute a waiver of that provision, or of any other rights or remedies available to the City under this Contract or applicable law. Such non-enforcement shall not affect the validity or enforceability of the Contract, any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

**2.23. Force Majeure:** The Firm 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 Firm must provide prompt written notice to the City of any event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

**2.24. Indemnification:** To the extent permitted by law, the Firm shall defend, indemnify, and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against any and all claims, demands, actions, damages, losses, liabilities, and expenses, including attorney's fees, arising out of or resulting from bodily injury, property damage, or other loss caused by the negligent acts, errors, omissions, or fault of the Firm, its agents, employees, subcontractors, or suppliers in the performance of the Contract.

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

**2.25. Independent Firm:** The Firm is and shall remain an independent Firm in all respects under the Contract. Neither the Firm 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 Firm, its employees, agents, or subcontractors. The Firm 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 Firm is not entitled to any benefits that the City provides to its employees, including, but not limited to, health insurance, retirement benefits, or Workers' Compensation coverage.

**2.26. Products, Deliverables, and City Ownership:** All deliverables, plans, specifications, calculations, data, designs, and or documentation produced by the Firm in the performance of the Services under the Contract ("Work Product") shall be deemed

works made for hire and shall become the sole and exclusive property of the City upon creation. To the extent any Work Product does not qualify as a work made for hire, the Firm hereby irrevocably assigns to the City all right, title, and interest, including all copyrights and other intellectual property rights, in and to such Work Product.

The Firm shall retain no ownership, copyright, or proprietary interest in the Work Product, except for the limited right to retain copies for record-keeping purposes.

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

- 2.27. Patents and Copyrights:** The Firm 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 Firm 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 under or related to the Contract shall be brought in the District Court, 21<sup>st</sup> Judicial District, Mesa County, Colorado. In the event of a conflict between the body of the Contract and any incorporated or referenced document, the provisions of this Contract shall govern and control.
- 2.29. Expenses:** All costs incurred by the Firm in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Firm's sole responsibility and shall not be reimbursed or charged to the City.
- 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm, 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 Firm 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 Firm's authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

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

**2.35.3.** The “Contract Sum” refers to the total amount payable by the City to the Firm 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 shall be structured as a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum must be made in accordance with the provisions of the Contract and duly authorized by both Parties.

**2.35.4.** “Contract Time” means the period during which the Firm 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.

**2.35.5.** A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Firm 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.

**2.35.6.** “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.

**2.35.7.** “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.

- 2.35.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.35.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.35.10.** “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 Firm 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 Firm’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 Firm’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Firm of any liabilities or obligations assumed under the Contract. Furthermore, the Firm shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Firm 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 Firm under the Contract. To ensure continuous coverage, the Firm 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**

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each occurrence, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) general aggregate.

The policy shall apply to all premises, 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 products, and completed operations. The policy shall contain a provision for severability of interest.

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each occurrence, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) general aggregate.

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

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

### 3.1. Additional Insured Endorsement

The **Commercial General Liability** and **Automobile Liability** policies shall 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 Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

### 3.2. ACCORD Certificate of Insurance

Prior to commencing any Services, the Firm shall provide ACCORD Certificates evidencing all required coverages and endorsements. Certificates shall:

- Reference the Solicitation title and number.
- Clearly identify all policy limits, effective dates, carrier information, and
- Include copies of all required endorsements.

The Firm shall maintain current Certificates throughout the term of the Contract and shall provide updated certificates to the City upon renewal, replacement, or modification of any policy.

Proof of insurance must be submitted and approved by the City before any on-site or remote access work begins.

## Section 4.0: Specifications and Scope of Services

### 4.1. General

The City of Grand Junction is soliciting competitive proposals from qualified and interested companies for all labor, equipment, and materials required to provide a fireworks show/display for the City of Grand Junction's Annual 4<sup>th</sup> of July Fireworks Show (held on July 4<sup>th</sup>).

### 4.2. Scope of Services

#### 4.2.1. Fireworks show specifications:

- A. The City of Grand Junction's budget for fireworks is \$25,000. The City seeks to get the most "bang for the buck" so to speak, and therefore the award shall be based upon the fireworks provider that can offer the best possible fireworks show for the budgeted price (not to exceed the budgeted amount), is responsive and responsible, has a

proven successful track record through provided references, and that meets the required specifications and demonstrated capabilities.

- B. Date of the Fireworks show shall be July 4, 2026 beginning at 9:45pm.
- C. Length of fireworks show shall be between 16-20 minutes.
- D. Location of the fireworks show will be in the Lincoln Park Practice Field Area.
- E. A variety of shell sizes between 3 - 5" is requested with the maximum fireworks shell size to be 5". A detailed breakdown and list of shells proposed for the show is required, and the variety of each will be weighed in the selection process. A maximum of 5 professional grade multi-shot boxes will be allowed. No ground-level effects will be allowed.
- F. There are approximately 5,000 spectators within the stadium and 50,000 to 100,000 outside the stadium in the surrounding areas. A majority of the spectators are in a 1 - 10-mile radius around the stadium (see attached diagram of the viewing radius). Because the show must be viewed regionally, a maximum of 5 professional grade multi-shot boxes will be allowed. Each of these boxes will be counted as 1 shell for purposes of comparing total shell count. For example, a 100 or a 1000 multi-shot box will be counted as 1 shell for total shell count purposes.
- G. Please see the attached map which indicates the Fireworks Safety Zone for the City of Grand Junction 4th of July Fireworks Show

- 4.2.2.** Please provide at least 3 references of similar sized events you have performed, to include company name, location, budget amount, and main point of contact with phone numbers and e-mail addresses.
- 4.2.3.** The selected fireworks company must have a minimum of 10 years experience of firing shows. The City is looking for a fireworks company to provide our fireworks show of firing only.
- 4.2.4.** The selected fireworks company shall work closely with City staff to coordinate all aspects of the fireworks show, and to ensure maximum public safety.
- 4.2.5.** The selected fireworks company shall be responsible for any and all setup, takedown, and cleanup related to the fireworks show they provide.
- 4.2.6.** Please provide the timeline of when the fireworks and staff will arrive, and state any requirements, if any, that you need from the City or City staff.
- 4.2.7.** The City or City staff shall at no time take possession of or responsibility for any fireworks or related equipment or supplies provided by the fireworks company including, but not limited to: shipment, receiving, storing, moving, setup, handling, etc.
- 4.2.8.** The selected fireworks company shall ensure that their products, supplies, materials and equipment are secured at all times. The City shall provide one security guard once fireworks arrive on site, until the time of the show.
- 4.2.9.** The selected fireworks company shall provide copies of proper licensing, notices, permits, and any other completed and authorized paperwork required to perform such fireworks shows.
- 4.2.10.** The City shall provide the logistical type permits for such items as; special event permit,

traffic control permit, security permit. The fireworks company shall acquire any and all required permits to operate, provide, and perform the fireworks show itself such as; State of Colorado permits and the City's local fireworks permit (City of Grand Junction Fire Prevention Bureau). **All licensing, permits, notices shall be submitted to the City no later than May 15.**

**4.2.11.** Invoices shall be submitted to the City of Grand Junction, Parks & Recreation, 1340 Gunnison Avenue, Grand Junction, CO 81501 and shall reference: the Purchase Order number, the name of the agency and the date.

**NOTE:** *Payment may be delayed if the above information is omitted from any submitted invoice.*

### **4.3. Special Conditions and Provisions:**

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

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

Kassy Nelson, Purchasing Agent  
City of Grand Junction  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)

#### **4.3.2. Key Staff Reassignment**

Key Personnel identified in the Proposal are deemed essential to the satisfactory performance of the Contract and shall be contractually committed to the project. The Firm shall not reassign, substitute, or otherwise remove any Key Personnel without the prior written authorization of the City.

If reassignment or substitution becomes necessary, the Firm shall notify the City in writing no later than five (5) business days prior to the proposed change, or as soon as practicable in the event of an unforeseen circumstance. The written request shall include.

- A detailed explanation for the change; and
- The qualifications and experience of the proposed replacement personnel.

Any proposed replacement must possess qualifications and experience equal to or greater than those of the individual being replaced. No reassignment shall be effective until the City has provided written authorization.

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.

#### **4.3.3. City Personnel Time & Deliverable Review Standards**

The City expects all deliverables to be complete, accurate, and professionally prepared. Reliance on City staff for extensive editing, formatting corrections, or repeated reviews of incomplete or substandard deliverables may be deemed noncompliant performance under the Contract.

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

- Require corrections at no additional cost,
- Withhold payment until acceptable deliverables are received, or
- Seek reimbursement or compensation for the excessive City staff time expended.

**4.3.4. Price Proposal Requirements:** Proposers shall submit a detailed Price Proposal for products & services to be provided under the Contract. Pricing shall be proposed as an all-inclusive, **lump sum amount** and shall reflect all costs necessary to fully fulfil the Scope of Services.

**A. Cost Inclusions:** The amount shall be comprehensive and inclusive of all costs required for successful completion of the Project, including but not limited to:

- Fireworks (shell count and cost breakdown)
- Labor & Crew
- Equipment
- Transportation
- Setup, firing, and cleanup
- Permits and licensing required
- Any other costs required to fully perform the Services in accordance with the Scope of Work

The City shall not be responsible for any additional costs beyond the agreed amount unless expressly authorized through a written and executed Change Order.

**B. Pricing Conditions**

- All fees and pricing submitted in response to this solicitation shall be considered **subject to negotiation** at the City's sole discretion.
- Proposed rates shall remain firm for the duration of the Contract unless otherwise authorized by the City in writing.

- Proposers shall submit pricing using the designated format provided in Section 7.0 – Solicitation Response Form.

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.

**4.3.5. Event Cancellations and/or Rescheduling:** Owner, shall be permitted, without penalty, to cancel or reschedule fireworks show for reasons such as: Fire Ban, City Council Directive, Non-Appropriation of Funds (See Section 2.31), Un-Favorable Weather, or other instances of force majeure.

**4.3.6. 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.”

A. The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract, as well as 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.

B. 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 Firm 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.

- 4.3.7. Project Manager:** The City's Project Manager (or designated Point of Contact) shall oversee, approve, and accept all Services performed or Work Product within the Scope of Services.

During the performance of the Contract, all notices, letters, submittals, and other communications directed to the **City** shall be delivered to the designated City representative at the following address.

Tricia Rothwell,  
Recreation Coordinator  
City of Grand Junction  
Parks and Recreation  
1340 Gunnison Avenue  
Grand Junction, CO 81501

- 4.3.8. Contract Administrator:** The City's Contract Administrator shall be responsible for all matters related to the administration of **the Contract**, including issuance of amendments, modifications, and other administrative actions, as well as interpretation of contractual terms and conditions. All administrative inquiries shall be directed at:

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

The Contract Administrator serves as the City's primary point of contact for contractual and administrative matters. This role does not include technical oversight, direction of the Firm's work, or acceptance of deliverables, which shall remain the responsibility of the City's designated Project Manager.

- 4.3.9. Contract Term and Renewal:** The Contract shall not become effective until all required City approvals are obtained, including issuance of a fully approved Purchase Order. Execution of the Contract is contingent upon the appropriation and availability of funds in the City's adopted 2026 budget.

Once executed, the Contract shall remain in effect through December 31, 2026, unless otherwise terminated or amended under the terms set forth herein.

At the City's sole discretion and subject to a mutual written agreement, the Contract may be renewed for up to three (3) additional one-year terms, contingent upon satisfactory performance by the Firm and annual appropriation of funds approved 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 renewal period.

## Attachments

The following attachments are accessible as the links below. These documents are provided for information and reference purposes to assist Proposers in understanding the Project location, context and funding background.

[Attachment A – Safety Zone Map](#)

## Tentative Calendar of Events:

<b>Event and Details</b>	<b>Date</b>
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	March 26, 2026
Inquiry deadline No questions are accepted after this date	April 8, 2026
Final Addendum Issued (if applicable)	April 9, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	April 16, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	April 16 – 23, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: April 30 and May 1, 2026
Contract execution	May 11, 2026

**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 shall be submitted electronically only through the 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 options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and upload proposals well in advance of the submission deadline.
  - The City does not control or administer the vendor's access to BidNet Direct. Proposers are solely responsible for ensuring a successful electronic 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 and Submission Requirements

Each proposal shall be submitted as **one (1) complete, searchable PDF document** not to exceed **twenty-five (25) pages**, excluding the required Solicitation Response Form (Section 7.0).

- The cover page shall clearly identify the solicitation number and title.
  - Pages beyond the twenty-five (25) page limit will not be reviewed or scored.
- 

### 5.3. Cover Letter

Proposers shall submit a cover letter that briefly summarizes the Proposer's interest, qualifications, and understanding of the Project.

The cover letter shall include:

- Name, title, address, phone number, and email address of the primary point of contact
- Identification of the individual(s) authorized to make representations and bind the Proposer
- Signature of a duly authorized representative, including printed name and title

Submission of a Proposal constitutes acceptance of the requirements and conditions of this solicitation.

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#### 5.4. Solicitation Response Form

Proposers shall complete and submit the **Solicitation Response Form (Section 7.0)** with the Proposal. Only the completed form is required. The full solicitation shall not be returned unless exceptions or proposed modifications are identified.

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#### 5.5. Price Proposal

Proposers shall include a detailed Price Proposal within the body of its submission, structured in accordance with the requirements set forth in **Section 4.3.4**.

The total **lump sum** shall be submitted separately using the **Solicitation Response Form** provided in **Section 7.0**.

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

Proposers shall demonstrate its capacity, qualifications, and experience to successfully perform the Services required for the 4<sup>th</sup> of July Firework show. At a minimum, Proposers shall address the following:

- **Relevant Experience:** Experience planning, designing, and executing professional fireworks displays for public events of similar size, scope, and complexity. This includes expertise in pyrotechnic show design and choreography, permitting, and compliance with all applicable safety regulations and industry standards. Proposers shall have experience coordinating with local jurisdictions, fire authorities, law enforcement, and other regulatory agencies. Experience with large community celebrations, synchronized music displays, and comprehensive event logistics is preferred.
- **Key Personnel:** Identification of key personnel proposed for the Project, including roles, office locations, professional qualifications, licenses, and availability. Key personnel identified in the proposal shall be considered committed to the Project and may not be replaced without the City's prior written approval.
- **Project Organization:** Description of the proposed project team structure, including roles and responsibilities, lines of communication, and identification of any proposed subcontractors and their respective scopes of work.
- **Relevant Project Experience and References:** Proposers shall provide a minimum of **three (3) references** for projects completed that are similar in scope and complexity to the Services described in this solicitation. For each referenced project, include:

- Client name, organization, and reference contact information (current phone number and email address).
  - Project name, description, and location.
  - Key personnel involved in the project.
- 

### **5.7. Strategy and Implementation Plan**

Proposers shall describe its approach to delivering the Products & Services outlined in **Section 4.0 – Scope of Services**. The response shall demonstrate a clear understanding of the Project and the Proposer’s ability to successfully complete the work.

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### **5.8. Legal Proceedings and 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 the services 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.

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### **5.9. Additional Data (Optional)**

Proposers may submit additional information that demonstrates qualifications or capabilities relevant to the services.

Submission of this information is optional. Proposers are encouraged to include only information that is directly relevant and adds value to its proposal.

## Section 6.0. Evaluation Criteria and Factors

### 6.1. Overview

An evaluation committee appointed by the City will review and evaluate all proposals based on each Proposer's demonstrated qualifications, experience, and ability to successfully perform the Services described in this solicitation. The evaluation committee will consider the Proposer's technical approach, relevant experience, capacity, and overall responsiveness to the requirements of the RFP to determine confidence in the Proposer's ability to perform under the Contract.

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### 6.2. Evaluation Summary

Proposals will be evaluated and ranked in accordance with the evaluation criteria, categories, and relative weightings set forth in this Section. The City reserves the right to:

- Accept or reject any portion of a proposal
  - Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies; and
  - 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 weights to determine weighted category scores. The sum of all weighted qualitative scores will represent each Proposer's raw qualitative total.

To ensure fairness and consistency, the highest overall qualitative score among all proposers will establish the benchmark for curved scoring. All other proposers' qualitative totals will be proportionally adjusted (curved) relative to that benchmark before the final composite scores are calculated.

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#### 6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 70%)

Evaluation Category	Description	Weight
Responsiveness to Solicitation	The Proposal is complete, well-organized, and responsive to all requirements of this solicitation,	5%

Evaluation Category	Description	Weight
	including adherence to submission instructions, required forms, and content outlined in Section 5.0.	
Understanding of the Project, Scope of Services, and City Objectives	Demonstrated understanding of the requested services, including planning, design, coordination, and execution of a Fourth of July fireworks display. This includes awareness of event location constraints, safety requirements, permitting and regulatory considerations, and the City's objectives to deliver a safe, high-quality, and engaging public fireworks show. Proposers should also address considerations for show design, audience experience, and coordination with City staff and emergency services.	20%
Capacity, Credentials, Experience, and References	Demonstrated experience planning and executing comparable fireworks displays for public events. Qualifications, certifications, and availability of key personnel, including licensed pyrotechnicians, as well as the effectiveness of the proposed team structure. Experience with permitting, regulatory compliance, and coordination with local agencies and emergency services. Quality and relevance of references from similar events or displays of comparable size and complexity.	25%
Strategy and Implementation Plan	Clarity, feasibility, and effectiveness of the proposed approach for planning, designing, and executing the fireworks display. This includes show design and choreography, site setup and launch planning, permitting and regulatory coordination, safety and risk management, coordination with the City and emergency services, quality control, and the ability to meet event timelines and performance requirements.	20%
Total Qualitative Score		70%

### 6.3.2 Curved Scoring Method

Following individual evaluations, the City will aggregate the weighted qualitative scores from all evaluators to determine each Proposer's total qualitative score.

The highest total qualitative score will normalize to seventy percent (70%), representing the top of the qualitative curve. All other Proposers' scores will be curved proportionally relative to this benchmark using the same ratio.

The resulting curved qualitative score will then be combined with the fee score (if applicable) to determine each Proposer's final composite score.

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#### **6.4. Shell Count (30%) – Formula Based Scoring**

Shell count will be evaluated using a formula-based approach. The Proposer submitting the highest total shell count will receive the maximum available points for this criterion. All other proposals will be scored proportionally using the following formula:

$$(\text{Proposer's Shell Count} \div \text{Highest Shell Count}) \times \text{Maximum Shell Count Points} = \text{Weighted Score}$$

All shell count proposals shall be:

- Clearly identify the total number of shells to be used in the display.
- Be consistent with the proposed show design and overall performance plan; and
- Be reasonable and achievable within the proposed budget, site conditions, and safety requirements.

Shell counts that are unclear, unsupported, or inconsistent with the proposed display may result in a reduced score.

Shell count will be evaluated based on the Proposal submitted in accordance with Section 5.0 – Preparation and Submittal of Proposals and the Solicitation Response Form provided in Section 7.0.

#### **6.5. Shortlisting Proposers**

The City will use the process outlined below to develop a shortlist of Proposers for further consideration. The City reserves the right to modify this process if deemed in its best interest.

##### **Compliance Review**

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation. Proposals determined to be incomplete will not be evaluated further. The City's Purchasing Agent may request written clarifications from Proposers to resolve questions or to confirm understanding of the submittal.

##### **Evaluation and Scoring**

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weighting outlined in Section 6.3. Individual scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing the overall ranking and prioritization of Proposers.

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#### **6.6. 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 performance on comparable projects.

- Adherence to project schedules, budgets, and contractual obligations; and
- Responsiveness, professionalism, and quality of work delivered.

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

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### **6.7. Interviews or Presentations (if requested)**

At the City's discretion, Proposers scoring within the highest range of the overall evaluation may be invited to participate in interviews or presentations, conducted either virtually or in person, to further assess qualifications, technical approach, and ability to successfully perform the Services.

The City reserves the right to adjust the number of Proposers invited to interview based on the quality of proposals received and the level of competition. Shortlisted Proposers will be notified in writing, and interview dates will correspond with the Tentative Calendar of Events included in this solicitation.

Proposers invited to interview will receive advance notice specifying:

- The interview or presentation format and expectations.
- The duration and structure of the session; and
- The meeting location or virtual platform details.

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### **6.8. Negotiations**

The City reserves the right to negotiate with the highest-ranked Proposer following completion of the evaluation process. The City will not engage in negotiations 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 or clarifications to its proposal, which may include, but are not limited to:

- Price adjustments or submission of a Best and Final Offer (BAFO)
- Refinements or clarifications to technical, scope, or schedule-related components; and
- Other modifications as reasonably requested by the City to ensure alignment with project objectives, funding constraints, and Contract requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to be in the best interest of the City. The City reserves the right to discontinue negotiations or withdraw its intent to award at any time prior to the execution of the Contract.

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## **6.9. Award**

The City reserves the right to:

- Award a Contract, in whole or in part, to the Proposer determined to be in the best interest of the City.
- Reject any or all proposals and waive informalities or irregularities in the Proposals received; and
- Consider a Proposer's past performance and record of reliability 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.

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## **6.10. Contract Execution**

- The selected Proposer must execute the Contract within a timeframe specified in the City's award notification. Failure to do so may result in award withdrawal and consideration of the next highest-ranked Proposer or re-solicitation.
  - The award is contingent upon funding availability and final City approval.
  - Upon final approval, the successful Proposer(s) will be required to enter into a written contract with the City in the form provided.
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## **6.11. Notice of Intent to Award & Protest Procedures**

- The City may issue a Notice of Intent to Award before the final Contract execution to identify the Proposer(s) selected for award.
- Any formal protest of the intended award must be submitted in writing within the timeframe specified in the City's [Procurement Policy](#), following all applicable procedures and requirements therein. Protests must identify the specific provision(s) of the City's Procurement Policy that are alleged to have been violated and include all supporting documentation.

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**Section 7.0. Solicitation Response Form**  
**RFP-5864-26-KN “4<sup>th</sup> of July Fireworks Show”**

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

- 1 ) **Total Lump Sum Cost for all materials, supplies, equipment, labor, permits, licenses, etc., required to execute a “full service” fireworks display/show as per the requirements / specifications:**

\$ \_\_\_\_\_

**Total Lump Sum Cost Written:**

\_\_\_\_\_ **Dollars**

- 2) **Total Shell Count:** \_\_\_\_\_

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

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The undersigned has thoroughly examined the entire Solicitation and submitted the proposal, along with the attached schedule of fees and services.

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 the Services and deliver the Work Product as 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 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 Solicitation or 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.

**Authority of Signatory**

By signing the Solicitation Response Form, the Proposer certifies that the individual executing the Proposal is duly authorized to bind the Proposer to the terms and conditions of this Solicitation.

The City reserves the right to require written evidence of such authority, including a letter signed by the entity's owner or a statement of authority, prior to 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: \_\_\_\_\_

*The remainder of this page has been intentionally left blank.*

## Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion/s of Services and/or Work Product, as applicable. Identify each proposed subcontractor and describe the specific Services or Work Product to be performed or prepared by each.

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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