



Request for Proposal

RFP-5941-26-DH

UPDATE TO TRANSPORTATION ENGINEERING DESIGN STANDARDS MANUAL AND GRAND JUNCTION MUNICIPAL CODE TITLE 21

Proposal Deadline

July 14, 2026, prior to 2:00PM (Mountain Daylight Time)

Electronic Submission Only

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

[🔗 https://www.bidnetdirect.com/colorado/city-of-grand-junction](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 1.8.

Purchasing Agent Contact

Duane Hoff Jr. duaneh@gjcity.org 970-244-1545

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Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	June 16, 2026
Non-Mandatory Pre-Proposal Meeting Please refer to Section 1.5.	June 25, 2026
Inquiry deadline no questions are accepted after the close of business on this date	July 6, 2026
Final Addendum Issued (if applicable)	July 8, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	July 14, 2026 prior to 2:00PM MDT
Evaluation of proposals Internal review by City-appointed committee	July 15 – 23, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: July 30, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	August 3, 2026
Contract execution Contingent upon appropriate approval and funding availability	August 10, 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.




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:

Duane Hoff Jr.
duaneh@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 professional services to update the City's existing Transportation Engineering Design Standards (TEDS) Manual and Grand Junction Municipal Code (GJMC) Title 21 to increase flexibility and reduce costs for residential housing projects. Section 4.0 of this solicitation describes the project objectives, service delivery expectations, 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. **Non-Mandatory Pre-Proposal Meeting:** Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a clear understanding of the project requirements and conditions related to the Scope of Work.

Meeting Details:

-  **Date:** June 25, 2026
-  **Time:** 10:00AM (Mountain Daylight Time)
-  **Location:** Virtual via Microsoft Teams

Join Online:

 <https://teams.microsoft.com/meet/23205783610109?p=qyMB67Nj40u4zxGwzW>

 **Meeting ID:** 232 057 836 101 09

 **Passcode:** G5wy3YY6

Purpose and Participation:

This virtual meeting provides an opportunity for Proposers to gain a clearer understanding of the project requirements, ask questions, and seek clarification on the Scope of Services. Participation is optional but strongly encouraged to ensure proposals are complete, responsive, and aligned with the City's objectives.

1.5.1. Important Notes

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

1.6. The City: The City will act by and through its authorized representative(s).

1.7. Compliance: By submitting a proposal, the Proposer acknowledges and agrees to comply with all terms, conditions, requirements, and instructions contained in this solicitation, including any modifications issued through addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that might affect its understanding of the requirements, the Proposer shall request clarification from the Purchasing Agent prior to the inquiry deadline. Failure to request clarification shall not relieve the Proposer of its obligation to comply fully with the requirements of the Contract.

1.8. Controlling Authority: The 2024 version of the City [Procurement Policy](#) is controlling.

1.9. Submission: Proposers shall prepare and submit proposals following the requirements outlined in **Section 5.0, Preparation and Submittal of Proposals**. All proposals must adhere to the formatting, content, and submission guidelines specified in that section.

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

Solicitation Opening: RFP-5941-26-DH

Update to Transportation Engineering Design Standards Manual and Grand Junction Municipal Code Title 21

Date/Time: July 14, 2026, 2:00PM (America/Denver)

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

 <https://meet.goto.com/234058877>

Or join the meeting by phone.

Access Code: 234-058-877

United States: +1 (408) 650-3123

To join from a video-conferencing room or system:

Meeting ID: 234-058-877

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

Or dial directly: 234058877@67.217.95.2 or 67.217.95.2##234058877

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

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

- 1.10. 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.

- 1.11. Public Disclosure Record:** If the Proposer knows its employee(s) or sub-Firms 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.
- 1.12. 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.
- 1.13. 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 Firm breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.14. 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.

- 1.15. 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.

- 1.16. 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.

- 1.17. 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.

- 1.18. 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.

- 1.19. 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.

- 1.20. 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," "Firm," "Firm," or "Firm" as applicable.

- 1.21. 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-jefferson>. 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.

- 1.22. 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:

- 1.22.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.22.2.** 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.

- 1.23. 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, thereby eliminating any claim of confidentiality.

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

- 1.23.1.** Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure.**"
- 1.23.2.** Upload confidential information as a separate document; and
- 1.23.3.** 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.

- 1.24. 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.

- 1.25. 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:

- 1.25.1.** Demonstrate the ability to meet project schedules and contractual deadlines for services of similar scope and complexity. Proposers should submit documentation of comparable projects completed within the last two years, including:

1.25.1.1. A comparison of original schedules to actual completion dates

1.25.1.2. A brief explanation of methods used to manage timelines and mitigate delays

- 1.25.2.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.

- 1.25.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.

- 1.25.4.** Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.

- 1.25.5.** Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, Firm, 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 the Proposer’s responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service.

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

1.26.1. Submission of more than one Proposal for the same Service/Work by an individual, firm, Firm, Firm, corporation, or entity, whether under the same or different name; and

1.26.2. 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.

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

1.28. Sales and Use Taxes: The Firm and all sub-contractors must obtain sales and use tax exemption certificates from the Colorado Department of Revenue. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

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

1.30. Public Opening (Proposal Receipt Acknowledgement): The City will conduct a virtual proposal receipt acknowledgement immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of the entities submitting proposals will be announced. No proposal content, scoring information, or 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, 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 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 professional 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 intent of the Contract Documents is to include all labor, materials, equipment, services, and incidental items necessary for the proper execution and completion of the Scope of Services, including items not specifically described.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Firm shall be responsible for complying 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, in the performance of the Services. Unless expressly stated otherwise in the Contract, the Firm shall be responsible for obtaining and maintaining any licenses or approvals required to perform the Services.

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 City's best interest.

- 2.4. Responsibility for those Performing the Services:** The Firm is fully responsible for the actions and omissions of its/his/her employee(s), sub-contractors, and any other individual(s) performing any of the Services under the Contract.

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

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

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

- 2.6. Changes in the 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 this Contract but may require an equitable adjustment to the Contract Sum or Contract Time.

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

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/Amendment.

- 2.7. 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.

- 2.8. Correction of Services:** The Firm shall perform the Services and prepare all deliverables in accordance with generally accepted professional standards, exercising the degree of skill, care, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances.

If any Services or deliverables do not conform to the requirements of the Contract, the Firm shall, at no additional cost to the City, promptly correct such nonconforming Services or deliverables to the City's satisfaction.

If the Firm fails to correct the nonconforming Services or deliverables within a reasonable time after receipt of written notice from the City, the City may take appropriate corrective action and recover from the Firm the reasonable costs incurred as a direct result of such failure, subject to the limitations, remedies, and procedures set forth in the Contract.

- 2.9. Acceptance Not Waiver:** The City's review, approval, or acceptance of any Services or deliverables, or payment for any Services or deliverables, shall not relieve the Firm of its obligation to perform the Services in accordance with the Contract or to meet the applicable professional standards of care. No review, approval, acceptance, or payment by the City shall be deemed a waiver of any rights or remedies available to the City under the Contract, nor shall it constitute a waiver of any claims arising out of or related to the performance of the Services.

- 2.10. Change Orders and Amendments:** 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.

2.11. Assignment: The Firm 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.

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

The Firm 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.

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

2.14. Confidentiality: The Firm shall keep confidential any non-public information disclosed by the City or obtained in connection with the performance of the Services, except as required by law. The Firm shall take reasonable measures to safeguard such information and to ensure that its employees, sub-contractor, and agents comply with this obligation.

2.15. 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.

2.16. 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.

2.17. 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.

2.18. Employment Discrimination: During the performance of any Services, the Firm agrees to:

2.18.1. 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, that state the provisions of this nondiscrimination clause.

- 2.18.2. All solicitations or advertisements for employees placed by or on behalf of the Firm shall state that the Firm is an Equal Opportunity Employer.
- 2.18.3. Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

2.19. 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.

2.20. Failure to Perform: If the Firm fails to perform the Services in accordance with the Contract, including failure to meet required schedules, quality standards, coordination obligations, or reporting requirements, the City may, after providing written notice to the Firm, procure substitute services from other sources. The Firm shall be responsible for any reasonable additional costs incurred by the City as a direct result of such failure.

The City may, at its discretion, implement progressive corrective actions to address nonperformance. If the Firm's failure materially affects the Project, compromises regulatory compliance, or otherwise impairs the continuity or integrity of the Services, the City reserves the right to take immediate action, including suspension or termination of the Contract, in accordance with the Contract Documents.

2.21. Failure to Enforce: The City's failure at any time to enforce any provision of the Contract shall not be deemed a waiver of that provision or of any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from subsequently enforcing any provision in accordance with the terms of the Contract.

2.22. 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 acts of God, natural disasters, governmental actions, or other events beyond the reasonable control of the Firm. This exemption shall not apply if the Contract specifies otherwise. The Firm must provide the City with prompt written notice of any event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

2.23. Indemnification: The Firm 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 Firm, its agents, employees, sub-contracts, or suppliers in the execution or performance of the Contract.

The Firm 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.

- 2.24. 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 sub-contractors 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 sub-contractors. 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 the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

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

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

- 2.26. Patents and Copyrights:** The Firm shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to any actual or alleged infringement of any patent(s), copyright(s), trademark(s), or other intellectual property right resulting from the performance of the Services or the use of the Work Product.

The City shall have no liability to the Firm for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Firm shall promptly assume the defense of any such claim and shall resolve the claim in a manner acceptable to the City.

This obligation includes, but is not limited to, claims arising from the creation, use, or incorporation of derivative works or materials based on the intellectual property rights of others.

- 2.27. 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, 21st 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.

2.28. 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.

2.29. 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.

2.30. 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 to ensure 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.

2.31. 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.

2.32. 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.

2.33. Piggyback: Where permitted and appropriate, the City may allow cooperative use of this Contract. Contracts resulting from this solicitation are intended primarily for the use by the City. However, upon mutual written agreement between the awarded Firm and one or more governmental entities, the Contract may be extended for use by such entities, subject to the same specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall execute its own contract with the Firm, issue its own purchase orders, be invoiced directly, make its own payments, and provide any applicable tax-exemption documentation.

It is expressly understood that the City is not a party to, nor responsible for, any contract formed between the Firm and any other governmental entity pursuant to this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

2.34. 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.

2.34.1. “Agency,” 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, sub-contractors, and agents who are responsible for fulfilling the obligations under the Contract.

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

2.34.3. 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 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 in accordance with the Contract and must be duly authorized by both Parties.

2.34.4. “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.

2.34.5. 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.

- 2.34.6.** “GJMC” refers to the Grand Junction Municipal Code
- 2.34.7.** “Housing Affordability Code Taskforce” (HACTF) refers to the committee established by Grand Junction City Council through Resolution 47-25 to provide recommendations to the city to reduce the regulatory burden of developing new affordable and workforce housing which would result in reducing housing costs.
- 2.34.8.** “Key Personnel” refers to the designated individual(s) from the Firm, Firm, or Firm who are identified as essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of services/work under the Contract. Any reassignment or replacement of key Personnel shall require prior written approval of the City, as provided in the Contract Documents.
- 2.34.9.** “Proposer” refers to the individual or entity legally authorized by the Firm, Firm, or Firm 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.
- 2.34.10.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.34.11.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.34.12.** “Sub-Contractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term “Sub-Contractor” includes the sub-contractor’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 sub-contractors 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

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

The policy shall apply to all premises, 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) Professional Liability Errors and Omissions

ONE MILLION DOLLARS (\$1,000,000) per claim, and
TWO MILLION DOLLARS (\$2,000,000) aggregate

Continuous coverage or an extended reporting period shall be maintained for at least five (5) years after services are completed.

(c) Cyber Liability Insurance

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

The Firm shall maintain Cyber Liability Insurance covering claims arising from data breaches, privacy violations, or unauthorized access to or use of personally identifiable information (PII) obtained while performing services under this contract. The Cyber Liability insurance must include both Third-Party Liability and First-Party Liability coverage.

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 Firm'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 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 Work, 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 to 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/Background: The purpose of this RFP is to obtain proposals from qualified professional firms or individuals with experience in transportation standards, land development engineering, housing affordability, and implementation-oriented regulatory reform to work with the City's Housing Affordability Code Task Force (HACTF) in order to assist in the evaluation and revision of the City's Transportation Engineering Design Standards (TEDS), codified in GJMC Chapter 29, and regulations contained within GJMC Title 21.

The HACTF was established to identify and implement practical, measurable strategies to improve housing attainability while maintaining the quality, safety, and long-term viability of development within the City of Grand Junction. This effort directly aligns with the City Council's adopted 2025–2027 Strategic Plan, which recognizes the need to review regulatory requirements that may slow housing development and to streamline review processes that enable private-sector housing development.

Through collaboration with City staff, HACTF members, and the development community, it has become evident that certain provisions within the TEDS Manual and GJMC Title 21, and related policy documents may be unintentionally contributing to increased housing costs, extended timelines, unnecessary complexity, and reduced project feasibility.

As a result, this update to the TEDS Manual and GJMC Title 21 should include a focused de-regulatory review intended to identify opportunities to simplify standards, reduce unnecessary requirements, improve predictability, and streamline development processes while continuing to maintain appropriate public safety and infrastructure objectives.

It is the City's intent that the evaluation and revision of the TEDS Manual and GJMC Title 21 be closely coordinated and aligned. Firm shall review the TEDS Manual and GJMC Title 21 with the HACTF and city staff.

To that end, the City seeks a firm that has experience in:

- Transportation engineering standards that reduce regulatory burden and support residential development feasibility;
- Translating plans into implementable actions and strategies;
- Engineering and design solutions that reduce costs and complexity for residential development projects;
- Using evidence-based methods; and
- Facilitating interjurisdictional cooperation.
- Reviewing, modifying, suggesting changes development code language to reduce regulatory burdens, cost, and time and to support residential development feasibility

The selected firm shall provide recommendations for public outreach and revisions of the TEDS Manual and GJMC Title 21 and whether the work occurs concurrently or in phases. The selected consulting firm shall help the City develop a coordinated stakeholder engagement strategy to help align the two efforts and ensure the correct stakeholders are consulted throughout the project. The consultant shall ensure that the engagement strategy allows for periodic check-ins to guarantee internal document alignment.

This approach is also intended to support the City's broader strategic goals surrounding government efficiency, continuous improvement, and cross-departmental collaboration.

This effort is expected to generate long-term value by reducing unnecessary development costs, improving efficiency in the entitlement and construction process,

and supporting the creation of housing attainable to a broader range of Grand Junction residents.

This effort represents an important opportunity to advance the City’s adopted strategic priorities related to housing, government efficiency, and fiscal responsibility while continuing to support long-term economic sustainability and attainable housing opportunities within the community.

- . **Required Components:** Outline any essential service elements, tasks, or technical elements the Proposer must include coordinated stakeholder engagement strategy to help align the two efforts and ensure the correct stakeholders such as residential developers, homebuilders, civil engineers, and contractors are consulted throughout the project.
 - The consultant shall ensure that the engagement strategy allows for periodic check-ins to guarantee internal document alignment.
 - Recommendations focused on efficiency, predictability, and reduction of unnecessary regulatory burden
 - Draft Assessment Report of TEDS and GJMC Title 21
 - Annotated outline of updated TEDS and GJMC Title 21
 - Prepare the draft Manual and changes to GJMC Title 21 and present to City Staff and HACTF committee, revise as needed.
 - Seek feedback from stakeholders and public, revise as needed.
 - Present to the Planning Commission and City Council, including any workshops.
 - Develop final draft of the Manual and GJMC Title 21 and present to stakeholder group and elected and appointed officials, revise as needed.

4.2 Scope of Services: The consultant shall review existing City documents to determine how the TEDS Manual, and GJMC Title 21 changes align. Appropriate documents include, but are not limited to, those listed below. Links to the documents are found in Section 4.6.

- Zoning and Development Code
- Locally Adopted International Fire Code (IFC)
- Existing TEDS Manual

The City desires Firms to provide their recommended approach to this project, whether in phases and steps or something other based on their experience to ensure an efficient

process focused on delivering attainable housing outcomes for Grand Junction residents and the production of timely and effective deliverables.

The selected Firm would provide valuable support through:

- Comprehensive review of existing TEDS and GJMC Title 21 requirements
- Identification of provisions that disproportionately impact housing affordability and project feasibility
- Drafting support for code and standards updates
- Coordination with City staff and HACTF members
- Recommendations focused on efficiency, predictability, and reduction of unnecessary regulatory burden

TEDS Manual and GJMC Title 21

PHASE 1: Assessment

- Conduct interviews and public information collection to help determine issues and opportunities.
- Review TEDS Manual and GJMC Title 21.
- Work with staff and the steering committee and stakeholders to identify voids, challenges, and opportunities for the TEDS Manual and GJMC Title 21
- Prepare a draft Assessment Report providing recommendations for updates and priorities for review by staff and the HACTF committee. Solicit input and revise assessment as needed.

Deliverables: Assessment Report.

PHASE 2: TEDS Manual and GJMC Title 21 Updates

- Prepare an annotated outline of updated TEDS Manual and GJMC Title 21.
- Prepare the draft Manual and changes to GJMC Title 21 and present to City Staff and HACTF committee, revise as needed.
- Seek feedback from stakeholders and public, revise as needed.
- Present to the Planning Commission and City Council, including any workshops.
- Develop final draft of the Manual and GJMC Title 21 and present to stakeholder group and elected and appointed officials, revise as needed.

Deliverables: Annotated Outline, Draft TEDS Manual and GJMC Title 21, Final TEDS Manual and GJMC Title 21.

4.3 Additional Information:

Links to Referenced Documents:

- Zoning and Development Code
 - <https://www.codepublishing.com/CO/GrandJunction/#!/html2/GrandJunction21/GrandJunction21.html>
- [Title 29 Transportation Engineering Design Standards \(Teds\)](#)
- Standard Contract Documents
 - <https://www.gjcity.org/DocumentCenter/View/1147/Standard-Contract-Documents---SCD-PDF>
- Locally Adopted International Fire Code (IFC)
 - <https://www.codepublishing.com/CO/GrandJunction/#!/html/GrandJunction15/GrandJunction1544.html#15.44>

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

4.5 Special Conditions/Provisions:

4.5.1 Questions Regarding the Solicitation Process or the Scope of Services:

Duane Hoff Jr., Contract Administrator

duaneh@gjcity.org

4.5.2 Estimated Level of Effort:

Proposers shall provide an estimate of the total labor hours required to complete the Services, broken down by task or task area and by labor classification, consistent with the Scope of Services. These estimates shall reflect the proposed approach and level of effort and are provided for evaluation and planning purposes only.

Proposers shall also identify its assumptions regarding City staff participation necessary to support the Services, including an estimate of City staff time by role or function and by major task area. City staff hour estimates are for informational purposes only and shall not be construed as a commitment by the City to provide a specific level of staff support.

4.5.3 Key Staff Reassignment: Key Personnel identified in the Proposal shall be assigned to the project and shall not be reassigned or replaced without the prior written approval of the City. If a change in Key Personnel is necessary, the Firm shall notify the City in writing and shall propose replacement personnel with qualifications and experience comparable to those of the individual being replaced. No reassignment or replacement shall be effective without the City's written approval.

4.5.4 City Staff Coordination and Deliverable Review: If the City determines that an unreasonable amount of City staff time is required due to incomplete or substandard deliverables, the City may require corrective action at no additional

cost to the City and may withhold payment until acceptable deliverables are received, in accordance with the Contract.

4.5.6 Fee/Price Proposal Requirements: Pricing shall be established as a not-to-exceed amount, as specified in the solicitation. All pricing must be comprehensive and inclusive of all costs necessary and associated with the successful completion of the Project, including but not limited to:

- Labor, administration, and professional services
- Materials, equipment, and technology usage
- Meetings, interviews, outreach, and reporting
- Data collection, analysis, and documentation
- Travel, mobilization, fuel, setup, and demobilization
- 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.

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

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

4.5.7 Not-to-Exceed Compensation Limit: Compensation under the Contract shall not exceed the total not-to-exceed (NTE) amount authorized in the Contract Documents. The Firm shall be responsible for managing its work, costs, and time to remain within the authorized NTE amount.

The City shall not be responsible for work performed or costs incurred beyond the NTE amount unless such increase is authorized in advance and in writing through a duly executed Contract Amendment or Change Order. Verbal communications or informal correspondence shall not be construed as authorization to exceed the NTE amount.

The Firm acknowledges that the NTE amount is based on the successful completion of the Scope of Services and required deliverables, not on estimated labor hours. The Firm shall complete the Services as agreed, regardless of whether actual labor hours exceed the Proposer's original estimates. Underestimation of effort shall not constitute grounds for additional compensation or relief from performance obligations.

4.5.8 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."

4.5.8.1 The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth 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.

4.5.8.2 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 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.

4.5.9 Project Manager: The City's Project Manager, or designee, shall serve as the City's primary point of contact for administration of the Contract and shall be responsible for coordinating reviews, communications, and acceptance of deliverables in accordance with the Contract.

During the performance of the Contract, all notices, submittals, and other communications directed to the **City** shall be delivered to the City's designated representative as follows, unless otherwise directed in writing by the City.

Kimberly Bullen, MPA
Deputy City Manager
City of Grand Junction, Administration
250 N. 5th Street
Grand Junction, CO 81501

The City will provide the Firm with the designated Point of Contact upon contract award.

4.5.10 Contract Administrator: The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of amendments, modifications, or change orders, and the interpretation of the Contract. All such inquiries shall be directed to:

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

The Contract Administrator serves as the City's primary point of contact for contract administration. This role does **not** include technical oversight or acceptance of Services or deliverables, which shall remain under the authority of the designated Project Manager.

4.6 Contract Term: The Contract shall become effective upon full execution by both Parties Services shall commence immediately upon execution and shall continue in full force through contract completion of **November 15, 2026** unless earlier terminated in accordance with the Contract Documents.

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.

N/A

Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	June 16, 2026
Non-Mandatory Pre-Proposal Meeting Please refer to Section 1.5.	June 25, 2026
Inquiry deadline no questions are accepted after the close of business on this date	July 6, 2026
Final Addendum Issued (if applicable)	July 8, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	July 14, 2026 prior to 2:00PM MDT
Evaluation of proposals Internal review by City-appointed committee	July 15 – 23, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: July 30, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	August 3, 2026
Contract execution Contingent upon appropriate approval and funding availability	August 10, 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 must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System:

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

- 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.
- For registration instructions, refer to the [BidNet Electronic Vendor Registration](#) page on the BidNet® Direct website.
- 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

Proposals shall be submitted as one (1) complete, searchable PDF document. The Proposal shall not exceed twenty-five (25) pages.

For the purposes of this limitation:

- One (1) page equals one (1) single-sided page.
- If double-sided pages are submitted, each side shall count as one (1) page.
- The page limit applies to pages sized no larger than 8.5" x 11".
- The page limit includes cover letter, executive summaries, graphics, charts, tables, and appendices within the proposal narrative.

The following documents are excluded from the page limit:

- **The completed Solicitation Response Form (Section 7.0).**

Pages exceeding the twenty-five (25) page limit will not be reviewed or considered in the evaluation.

5.3. Cover Letter

Proposers shall submit a cover letter summarizing the Proposer's interest in the project, relevant qualifications, and understanding of the City's objective, Scope of Services. The cover letter shall include:

- A summary of the Proposer's experience and capacity to perform the Services
- The name and the contact information of the primary point of contact
- Identification of the individual(s) authorized to bind the Proposer
- The signature, printed name, and title of a duly authorized representative

Submission of a proposal constitutes certification that the Proposer agrees to comply with all requirements and conditions of this solicitation.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of the Proposer's proposal. Only the completed form shall be returned. The remainder of the solicitation document shall not be resubmitted in its entirety.

If a Proposer wishes to propose exceptions, modifications, or revisions to the City's terms and conditions, such changes shall be clearly identified immediately following the completed Solicitation Response Form and may include redlined versions of only the specific sections to which the exception applies. Submission of a fully redlined solicitation document will not be accepted.

Exceptions or proposed revisions not clearly identified in the Proposer's submission will not be considered.

5.5. Fee/Price Proposal

Proposers shall describe the pricing structure and assumptions in the proposal narrative, consistent with Section 4.0. Detailed pricing, including the total not-to-exceed (NTE) amount and rate structures, shall be submitted using the Solicitation Response Form provided in Section 7.0.

5.6. Capacity, Credentials, Experience, and References

The Proposer shall demonstrate its capacity, qualifications, and experience to successfully perform the professional services required under this solicitation. At a minimum, the Proposer shall address the following:

- **Relevant Experience:** Experience providing professional services similar in nature, scope, and complexity to the Services described in this solicitation. Experience delivering comparable services for public-sector entities or similarly regulated organizations is desirable, as applicable.

- **Key Personnel:** Identification of key personnel proposed for the project, including proposed roles and responsibilities, office locations (if relevant), qualifications, and availability.
- **Project Organization and Approach:** Description of the proposed project team structure, roles and responsibilities, lines of communication, and identification of any proposed sub-contractors and their respective roles, if applicable.
- **Relevant Project Experience and References:** A minimum of three (3) references for projects completed within the past five (5) years that are similar in scope and complexity to the Services described in this solicitation.

For each referenced project, provide:

- Client name and organization
 - Reference contact name, title, phone number, and email address
 - Project description and scope of services performed
 - Key personnel involved
 - Project duration and completion date
 - Description of material challenges encountered and how they were addressed
- **Team Experience and Collaboration:** Description of the team's experience working together on similar projects, including coordination methods, communication practices, quality control procedures, specific roles, and individual contributions to project outcomes.
 - **Problem-Solving and Risk Management:** Examples that demonstrate the Proposer's ability to identify and address project risks and constraints, such as data limitations, schedule impacts, stakeholder concerns, regulatory or policy changes, or other project-specific challenges.

The City will use the information provided in this section to evaluate the Proposer's qualifications, experience, reliability, and demonstrated ability to deliver Services comparable to those required under this solicitation

5.7. Strategy and Implementation Plan

Proposers must provide a comprehensive strategy for delivering the services/work required under this solicitation. The plan should demonstrate an understanding of the City's objectives and present a structured approach to executing the Scope of Services/Work, including all requirements outlined in Section 4.0.

The strategy may be presented as a narrative or another suitable format and should address the following:

- Approach to Service/Work Delivery – How the Proposer will fulfill the contract requirements from initiation to completion.
- Value-Added Components – Any innovative methodologies, technologies, enhanced reporting, or additional support services that may improve efficiency, quality, or cost-effectiveness.
- Communication & Coordination – Strategies for engaging with the City’s personnel, ensuring effective collaboration, and addressing service needs.
- Implementation Schedule – A timeline that outlines key milestones, mobilization, response times, service availability, deadlines, and deliverables.
- Cost-Saving & Efficiency Measures – Any recommended approaches to optimize resources, reduce expenses, or improve overall performance.

This plan should clearly illustrate the Proposer’s readiness and capability to meet the solicitation’s requirements and objectives.

5.8. Legal Proceedings/Litigation

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

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

For each case, provide:

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

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

5.9. Additional Data (Optional)

Proposers may provide any additional information relevant to its qualifications and capabilities. This may include:

- Specialized expertise or industry innovations
- Use of advanced technologies or sustainable practices
- Customer engagement strategies
- Other distinguishing factors that enhance the Proposer’s ability to fulfill the objectives of this solicitation

This section is optional, but Proposers are encouraged to include information that may strengthen the proposal and demonstrate added value to the City.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate all proposals received in response to this RFP. Proposals will be evaluated based on the Proposer's demonstrated qualifications, relevant experience, technical/proposed approach, capacity to perform the Services, responsiveness to the requirements of this RFP, and overall value to the City.

The evaluation process is intended to identify the proposal that best meets the City's needs and objectives as set forth in this RFP.

6.2. Evaluation Summary

Proposals will be evaluated and ranked according to the evaluation criteria categories and respective weightings identified in this Section. In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, or any portion thereof.
- Waive informalities or minor irregularities in proposals.
- Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies.
- Request clarification or additional information from one or more Proposers; and
- Make an award, if any, in the best interest of the City.

Where applicable, the City may evaluate proposed pricing, fee structures, or cost methodologies independently or in combination with other evaluation factors to determine overall value. The City's determination of best value and any resulting award shall be made at the City's sole discretion.

6.3. Scoring Criteria

The City will evaluate proposals using the evaluation criteria categories and relative weights identified in this Section. Each Evaluation Committee member will independently evaluate and score qualitative criteria using a numeric scale of one (1) to ten (10), where:

- 1 represents an unsatisfactory response that fails to meet the requirements of the RFP; and
- 10 represents an exceptional response that fully meets or exceeds the requirements of the RFP

Raw scores for each qualitative criterion will be multiplied by its respective weights to determine weighted category scores. The sum of all weighted qualitative category scores will constitute each Proposer’s total qualitative score.

To promote fairness and consistency across evaluations, the City may apply a **score normalization method**. Under this method, the highest total qualitative score establishes the benchmark and earns the maximum available qualitative points. All other Proposers’ total qualitative scores may be proportionally adjusted relative to that benchmark prior to calculation of final composite scores.

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

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	Completeness, organization, clarity, and compliance with all RFP instructions, submission requirements, and required formats.
Understanding of the Project and City Objectives	20%	Demonstrated understanding of the City’s needs, objectives, constraints, and desired outcomes for the services. Includes awareness of project context, constraints, and overall intent of the solicitation.
Qualifications, Experience, References, and Capacity	35%	Relevant experience performing similar services of comparable size, scope, and complexity. Includes qualifications of key personnel, organizational capacity, availability of resources, and references.
Strategy & Implementation	30%	Feasibility, clarity, and effectiveness of the proposed approach for delivering the services. Includes proposed methodology, work plan, schedule, coordination, quality control, and risk management strategies.

The City may consider optional or value-added elements proposed by a Proposer as part of this evaluation. The inclusion or exclusion of such elements shall not, by itself, render a proposal non-responsive unless explicitly required by this RFP.

6.3.2. Score Normalization Method

Following completion of individual evaluations, the City will aggregate the weighted qualitative scores from all Evaluation Committee members to determine each Proposer’s total qualitative score.

The highest total qualitative score will establish the benchmark and be assigned the maximum available qualitative score of ninety percent (90%). All other Proposers' qualitative scores may be proportionally adjusted relative to that benchmark using the same ratio.

The resulting normalized qualitative scores will be used to calculate final composite scores.

6.3.3. Fee or Pricing (10%) – Formula-Based Scoring

The Fee or Pricing Proposal will account for ten percent (10%) of the total evaluation score. Pricing will be evaluated using a formula-based method as follows:

$(\text{Lowest Fee} \div \text{Proposer's Fee}) \times \text{Maximum Fee Points} = \text{Weighted Fee Score}$

The Proposer submitting the lowest not-to-exceed cost will receive the maximum available points for this criterion. All other proposals will be scored proportionally.

To receive full consideration, pricing must be:

- Complete, itemized, and consistent with the Scope of Work.
- Reasonable, balanced, and reflective of the services proposed; and
- Submitted in the format and manner required by this RFP.

Failure to follow the required pricing instructions or formats may result in a reduction in scoring or in the rejection of the Fee or Pricing Proposal.

6.4. Shortlisting Proposers

The City intends to use the process outlined in this Section to identify a shortlist of Proposers for further consideration. The City reserves the right to modify, waive, or discontinue any step in this process if determined to be in the City's best interest.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation.

The City's Purchasing Agent may request written clarifications from Proposers to resolve minor ambiguities, confirm understanding of the proposal, or verify compliance with submission requirements.

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 evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing rankings and identifying the most qualified Proposers.

6.5. Experience and Reference Checks

The City reserves the right to conduct reference checks for one or more of the highest-ranked Proposers to verify qualifications, past performance, and reliability. Reference checks may include, but are not limited to, inquiries regarding:

- Performance on projects of similar size, scope, and complexity.
- Adherence to schedules, budgets, and contractual requirements; and
- Responsiveness, professionalism, and quality of work.

The City may contact references provided by the Proposer and/or other sources known to be familiar with the Proposer's performance. The City may also request additional supporting materials or work samples, and, if applicable, conduct site visits, for the purpose of verifying information contained in the proposal and further evaluating the Proposer's qualifications and capabilities.

6.6. Interviews or Presentations (if requested)

At the City's discretion, one or more Proposers determined to be the most responsive and competitive may be invited to participate in interviews or presentations. Interviews may be conducted in person or virtually and are intended to further evaluate the Proposer's qualifications, proposed approach, and ability to successfully perform the Work.

The City reserves the right to determine whether or not to hold interviews, or to determine the number of Proposers invited to interview and to adjust interview thresholds based on the quality of proposals and the level of competition. Shortlisted Proposers will be notified in writing. Interview dates and times will generally align with the Tentative Calendar of Events and may be modified as needed.

If conducted, interviews or presentations may be used to further assess or clarify the Proposer's:

- Understanding of the City's needs and objectives.
- Proposed approach, methodology, and work plan.
- Key personnel and organizational capacity; and
- Overall value to the City.

Participation in an interview or presentation does not guarantee an award

6.7. Negotiations

The City reserves the right to conduct negotiations with the highest-ranked Proposer following completion of the evaluation process. Negotiations with lower-ranked Proposers may occur only if negotiations with higher-ranked Proposers are unsuccessful and formally concluded.

As part of negotiations, the City may request revisions to the Proposer's submission, which may include:

- Clarifications, refinements, or revisions to the proposed scope, approach, or deliverables
- Adjustments to pricing, fees, or cost assumptions, including requests for Best and Final Offers (BAFOs); and
- Other modifications necessary to align the proposal with the City's objectives

All negotiations will be conducted at the City's sole discretion and in a manner determined to be most advantageous to the City.

6.8. Award

The City reserves the right to exercise full discretion in the evaluation and award process, and may take the following actions, at its sole discretion and in accordance with applicable law:

- Award the Contract in whole or in part or make multiple awards if deemed in the City's best interest, including designating primary and secondary Firm.
- Reject any or all proposals and waive any informalities, technicalities, or irregularities.
- Accept, reject, or negotiate portions of one or more proposals.
- Consider a Proposer's past performance with the City or other public agencies; or
- Decline to make any award if, in the City's judgment, no proposal offers sufficient value to justify a contract.

Any award recommendation is subject to final approval by the appropriate City authority.

6.9. Contract Execution

The selected Proposer shall be required to execute the contract within the timeframe specified after the award notice. Failure to timely execute the Contract may result in the withdrawal of the award and the selection of the next-highest-ranked proposer, or cancellation of the solicitation.

Any award is contingent upon funding availability, completion of all required approvals, and successful negotiation of final contract terms.

6.10. Notice of Intent to Award & Protest Procedures

The City may issue a Notice of Intent to Award prior to final contract execution.

Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5941-26-DH

“Update to Transportation Engineering Design Standards Manual and Grand Junction Municipal Code Title 21”

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

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 sixty (60) 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's payment terms are Net 30 calendar days from receipt of a complete and approved invoice.
- A prompt payment discount of _____ percent (%) of the net invoice amount will be offered to the City if the invoice is paid within _____ calendar days following receipt of a complete and compliant invoice. The City may consider such a discount in determining the award, provided the discount period is at least ten (10) calendar days (Net 10).

RECEIPT OF ADDENDA

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

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

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

Additionally, the Proposer must submit:

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

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

The remainder of this page has been intentionally left blank.

Sub-Contractor Disclosure

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

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

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

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