



Request for Proposal

RFP-5957-26-KF

On-Demand Landscape, Irrigation, Vegetation Management, Restoration, and Urban Forestry Services

Proposal Deadline

August 6, 2026, before 1:00 p.m. Mountain Daylight Time (MDT)

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 1.9.

Purchasing Agent Contact

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

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Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	July 8, 2026
Non-Mandatory Pre-Proposal Conference Refer to Section 1.5.	July 16, 2026
Inquiry deadline no questions are accepted after the close of business on this date	July 23, 2026, before 5:00 p.m.
Final Addendum Issued (if applicable)	July 28, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	August 6, 2026, before 1:00 p.m. MDT
Evaluation of proposals Internal review by City-appointed committee	August 6-14, 2026
Interviews (if required) By invitation only; will be conducted in person. Tentative interview schedule and time blocks: • August 24, 2026 (9:00 a.m. – 3:00 p.m. MDT) • August 25, 2026 (12:00 p.m. – 2:00 p.m. MDT)	August 24-25, 2026
Notice of Intent to Award (tentative)	August 27, 2026

Subject to final evaluations and interview outcomes	
Contract Execution Contingent upon Council approval and funding availability	September 1, 2026

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Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. Americans with Disabilities Act (ADA) Compliance Mandate:** All documents, forms, attachments, electronic content, and other materials submitted in response to this Solicitation, as well as all deliverables, reports, presentations, websites, applications, electronic documents, and other materials created, developed, or provided under any resulting Contract, shall comply with the requirements of Colorado House Bill 21-1110 (HB21-1110), including §§ 24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.

All documents and electronic content shall conform to the State of Colorado's accessibility standards, including compliance with Level AA of the current version of the Web Content Accessibility Guidelines (WCAG), as adopted by the State.

- 1.2. Required Review:** The Proposer is responsible for thoroughly reviewing all Solicitation Documents and obtaining a complete understanding of the Scope of Services, requirements, conditions, instructions, and all applicable laws, regulations, policies, and procurement requirements associated with this Solicitation. Submission of a proposal shall constitute acknowledgment that the Proposer has reviewed the Solicitation Documents and is capable of performing the Services as specified.

In addition to reviewing this Solicitation, Proposers are encouraged to become familiar with the City's parks system, municipal facilities, and community resources relevant to the Services. Proposers should review the Attachments and any referenced City websites, maps, standards, and guidance documents to better understand the City's operational environment, landscape management objectives, and anticipated work assignments.

- 1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except as may be provided during any pre-proposal meeting or site visit conducted by the City, all inquiries, concerns, clarifications, or communications regarding this solicitation—including those related to the process, specifications, or Scope of Services—shall be submitted in writing to the Purchasing Agent.

Communication with any other City employee or representative regarding this solicitation may result in the disqualification of the Proposer's submission.

- 1.4. Purpose**

The City of Grand Junction, Colorado ("City"), is soliciting competitive proposals from qualified Contractors to provide **on-demand landscape, irrigation, vegetation management, ecological restoration, urban forestry, and related services** on an as-needed basis.

The City intends to establish one or more annual, on-call Contracts with qualified Contractors to supplement City staff by providing specialized expertise, personnel,

equipment, and related resources necessary to support landscape maintenance, irrigation improvements, turf conversion, native landscape establishment, vegetation management, ecological restoration, urban forestry initiatives, capital improvement projects, and emergency response services at various City-owned facilities and properties.

A detailed description of the required Services, service categories, performance expectations, special conditions, and Contract requirements is provided in **Section 4.0 – Specifications and Scope of Services**. All Services shall be performed in accordance with the terms, conditions, and requirements set forth in this Solicitation and incorporated into any resulting Contract.

1.5. Non-Mandatory Virtual Pre-Proposal Conference

Prospective Proposers are encouraged to review the Solicitation, including the Scope of Services, prior to attending the non-mandatory virtual pre-proposal conference. The conference provides an opportunity to ask questions and obtain clarification regarding the City's requirements and the Solicitation. It is not intended to replace a Proposer's independent review of the Solicitation Documents.

Meeting Information

Date: July 16, 2026

Time: 1:30 p.m. MDT

Platform: Virtual Microsoft Teams

Join Online:

<https://teams.microsoft.com/meet/26437173662637?p=8OI0R1j0NOuPOj6Jnj>

Meeting ID: 264 371 736 626 37

Passcode: of2qo39c

Join by Phone:

[+1 945-468-6551,228638075#](tel:+19454686551228638075) United States, Dallas

Phone Conference ID: 228 638 075#

Local Numbers: [Find a local number](#)

Important Information

- Attendance is encouraged but is not required to submit a Proposal.
- Statements, comments, questions, or responses provided during the pre-proposal conference are for informational purposes only and shall not modify the Solicitation.
- Only written Addenda issued by the City shall be considered official and binding.
- Proposers are solely responsible for monitoring the BidNet® solicitation page and obtaining all Addenda issued by the City.

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. Proposal Submission and Solicitation Opening

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

To participate in the public proposal opening, Proposers and interested parties may refer to the virtual meeting information provided below:

Solicitation Opening

RFP-5957-26-KF

On-Demand Landscape, Irrigation, Vegetation Management, Restoration, and Urban Forestry Services

Date/Time:

August 6, 2026, 1:00 p.m. (America/Denver)

Join the meeting from a computer, tablet, or smartphone:

<https://meet.goto.com/754263885>

Dial in using a phone:

Access Code: 754-263-885

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join using a video-conferencing room or system:

Meeting ID: 754-263-885

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

Or dial directly: [754263885@67.217.95.2](tel:754263885@67.217.95.2) or [67.217.95.2###754263885](tel:67.217.95.2###754263885)

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 Services are canceled.

- 1.11. 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.
- 1.12. 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 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 the award of a Contract. If the Proposer breaches this certification, the City reserves the right to reject the Proposal, terminate any resulting Contract, and 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 establish any business arrangement or financial relationship with any such individuals that may create a conflict of interest, impair impartiality, or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, 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 submission deadline, no modifications, revisions, or withdrawals will be accepted. 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 due date and may not be withdrawn during that period without the City's written consent.

- 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 Services:** All requests for clarification or interpretation of the Specifications or Scope of Services 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.

The City expects Proposers to conduct a thorough review of the Solicitation and associated materials prior to submitting questions. The City reserves the right to decline to respond to questions that are repetitive, non-substantive, clearly addressed in the Solicitation, or generated through automated or artificial intelligence tools without meaningful proposer review and validation of the Solicitation materials.

- 1.20. Proposal Preparation Expenses:** All costs incurred by the Proposer in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Proposer's sole responsibility and shall not be reimbursed by the City.
- 1.21. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

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

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

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

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

- 1.23. 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:

- 1.23.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.23.2.** 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.

- 1.24. Open Records and Confidential Material:** All materials submitted in response to the 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.

Proposers seeking to designate specific information as confidential or proprietary must:

- 1.24.1.** Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**."
- 1.24.2.** Upload confidential information as a separate document.
- 1.24.3.** Provide a written explanation justifying the claim of confidentiality, including how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all requests for confidentiality treatment. The final determination regarding whether materials qualify for confidential treatment rests solely with the City.

If a request for confidential treatment is denied, the Proposer may 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; or
- An entire 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 identified, designated, and submitted in accordance with this section.

1.25. 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 1.24.

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

1.26. 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 Services described in this solicitation. At a minimum, the Proposer must:

- 1.26.1.** Demonstrate the ability to meet work assignment schedules and contractual deadlines for services of similar scope and complexity. Proposers should submit documentation on comparable Services or on-demand contracts completed within the last two years, including:
 - 1.26.1.1.** A comparison of original schedules to actual completion dates
 - 1.26.1.2.** A brief explanation of methods used to manage timelines and mitigate delays
- 1.26.2.** Provide evidence of a satisfactory performance record on Services of similar size, complexity, and scope.
- 1.26.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.26.4.** Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.

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

1.27. 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 the Proposer’s responsibility, practical knowledge of the Services, and possession of the necessary financial and other resources to complete the proposed Services.

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

1.27.1. Submission of more than one Proposal for the same Services by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and

1.27.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future Services or Work with the City until reinstated as a qualified Proposer.

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

1.29. Sales and Use Taxes: The Proposer and any subcontractors must obtain sales and use tax exemption certificates from the Colorado Department of Revenue, as applicable. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

1.30. Federal Taxpayer Identification Certificate: Prior to execution of the Contract, the Contractor shall complete any supplier registration requirements established by the City, including submission of a completed Internal Revenue Service (IRS) Form W-9, if required. The City reserves the right to request updated tax identification information from the Contractor or other suppliers, consultants, contractors, firms, or business entities, as necessary.

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

1.32. 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, as acknowledged in the Cover Letter. The individual signing the Cover Letter shall be duly authorized to bind the Proposer to the terms of the Proposal and any resulting Contract.

By submitting a Proposal, the Proposer acknowledges that it has read, understands, and agrees to comply with the requirements, terms, conditions, and specifications set forth in this Solicitation, except for any exceptions expressly identified in the Proposal.

If the Proposer requests any deviation from or exception to the requirements of this Solicitation or any Contract terms and conditions incorporated by reference into this Solicitation, such deviation or exception shall be clearly identified, fully explained, and submitted with the Proposal. Failure to identify a requested deviation or exception shall constitute the Proposer's acceptance of the Solicitation and any Contract terms and conditions incorporated by reference.

The City reserves the right to accept or reject any requested deviation or exception, in whole or in part, and to negotiate mutually acceptable terms and conditions with the apparent successful Proposer.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of both the City and the Contractor. By executing the Contract, the Contractor represents that it has carefully examined the Contract Documents and is fully informed of the conditions, requirements, locations, service categories, performance expectations, and constraints under which the Services are to be performed.

The Contractor further represents that it has correlated its knowledge, experience, personnel, equipment, certifications, and professional judgment with the requirements of the Contract and can perform the Services in accordance with the Contract Documents.

The Contract Documents are intended to be complementary and shall be construed accordingly. Services described in any portion of the Contract Documents shall be considered as if required by all. The intent of the Contract is to include all labor, supervision, equipment, materials, tools, transportation, permits, licenses, certifications, reporting, coordination, and other resources necessary to fully perform the on-demand landscape, irrigation, vegetation management, ecological restoration, urban forestry, and related Services, regardless of whether each item is expressly stated.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, standards, and lawful orders of any governmental authority having jurisdiction, including applicable requirements of the City, in the performance of the Services.

Unless expressly provided otherwise in the Contract Documents, the Contractor shall, at its sole expense, obtain, maintain, and comply with all licenses, permits,

certifications, professional registrations, approvals, and other authorizations required to perform the Services. The Contractor shall be responsible for all associated fees, renewals, and compliance obligations throughout the Contract term.

If the Contractor discovers any inconsistency, conflict, omission, or discrepancy between the Contract Documents and applicable legal or regulatory requirements, the Contractor shall promptly notify the City in writing before proceeding with the affected portion of the Services. Upon receipt of such notice, the City shall review the matter and provide direction consistent with the Contract Documents and applicable law. Nothing in this provision shall relieve the Contractor of its obligation to comply with applicable legal and regulatory requirements.

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

2.5. Payment & Completion: The City shall not make advance payments for Services. Payment shall be made only for Services that have been performed, accepted by the City, and invoiced in accordance with the Contract Documents.

The Contractor shall submit detailed invoices only after the applicable Services or deliverables have been completed and accepted by the City's Project Manager or designated representative, unless otherwise provided in the Contract. Each invoice shall, at a minimum, include the Purchase Order number, invoice number, invoice date, location(s) where the Services were performed, applicable billing period, date(s) of service, description of the Services performed, quantities, unit of measure, unit prices, hourly labor classifications and hourly rates (when applicable), equipment utilized and applicable equipment rates (when applicable), materials furnished (if separately reimbursable), extended line-item totals, and the total amount due. The Contractor shall include all supporting documentation reasonably required by the City to verify the charges, including, when applicable, work logs, timesheets, material receipts, delivery tickets, inspection reports, or other documentation requested by the City.

For Contracts that authorize progress or milestone-based payments, the Contractor may submit invoices for completed portions of the Services in accordance with the payment schedule established in the Contract. Payment shall be limited to satisfactorily completed Services and accepted by the City.

Acceptance of an invoice for payment shall not constitute final acceptance of the Services, nor shall it relieve the Contractor of its obligations under the Contract, including warranty obligations, correction of deficiencies, or responsibility for Services that fail to comply with the Contract Documents.

All Services shall be performed in accordance with generally accepted professional standards and practices applicable to the Services provided and shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes.

2.6. Protection of Persons and Property: The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, standards, and lawful orders governing the safety and protection of persons and property. The Contractor shall

implement and maintain all precautions necessary to protect the public, Contractor personnel, City personnel, City property, utilities, irrigation systems, trees, vegetation, hardscape improvements, and adjacent public and private property during the performance of the Services.

The Contractor shall be responsible for providing and maintaining all traffic control, pedestrian protection, barricades, warning signs, utility locates, erosion and sediment control measures, and other safety measures required by applicable law and the Contract Documents.

The Contractor shall take all reasonable precautions to prevent damage to existing facilities, utilities, irrigation infrastructure, landscaping, trees, vegetation, structures, pavement, sidewalks, trails, and other improvements. Any damage, injury, or loss arising from the acts, omissions, negligence, misconduct, or failure to perform by the Contractor, its employees, subcontractors, suppliers, or agents shall be promptly reported to the City's Project Manager.

The Contractor shall, at its sole expense, promptly repair, restore, or replace any damaged property or improvements to a condition equal to or better than that existing prior to the damage, in a manner acceptable to the City. If the Contractor fails to promptly remedy such damage, injury, or loss after receiving written notice from the City, the City may undertake the necessary corrective action and recover its reasonable costs from the Contractor, as permitted by the Contract and applicable law.

- 2.7. 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 the Contract but may require an equitable adjustment to the Contract Price or Contract Term.

No Change Order shall be binding unless executed by duly authorized representatives of both Parties. The Contractor shall not proceed with any change to the Services until the Change Order has been fully executed.

Adjustments to the Contract Price or Contract Term shall be made only in accordance with the Contract Documents. No claim for additional compensation or extension of the Contract Term shall be valid without an approved and executed Change Order.

- 2.8. Minor Changes in the Services:** The City may authorize minor changes to the Services that do not alter the Contract Price, extend the Contract Term, or conflict with the intent of the Contract Documents. The City's Project Manager may issue written direction regarding such minor changes as part of the day-to-day administration of the Contract. Such direction shall not modify the Contract Price, Contract Term, or the overall scope and intent of the Contract and does not require a formal Change Order.

- 2.9. Correction of Services:** The Contractor shall perform all Services in a professional, safe, and workmanlike manner and in accordance with the Contract Documents, recognized industry standards, manufacturer recommendations (where applicable), and all applicable laws, regulations, codes, and permit requirements.

If any Services, workmanship, materials, installations, repairs, or other work performed by the Contractor fail to conform to the requirements of the Contract, the Contractor shall, at no additional cost to the City, promptly correct, repair, replace, or reperform the nonconforming Services to the satisfaction of the City's Project Manager.

If the Contractor fails to correct the nonconforming Services within a reasonable time after receipt of written notice from the City, the City may, without limiting any other rights or remedies available under the Contract or applicable law, perform or cause the corrective work to be performed by others and recover from the Contractor all reasonable costs incurred as a result of the Contractor's failure to perform.

2.10. Acceptance Not Waiver: The City's review, approval, acceptance of any Services or deliverables, or payment for any Services or deliverables, shall not relieve the Contractor of its obligation to perform the Services in accordance with the Contract Documents, applicable laws, and recognized industry standards. No review, approval, acceptance, or payment by the City shall be deemed a waiver of any right, claim, or remedy available to the City under the Contract or applicable law, nor shall it constitute acceptance of defective or nonconforming Services.

2.11. 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.

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

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

2.14. Debarment or Suspension: The Contractor certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contracting program.

2.15. Confidentiality: To the extent applicable to the performance of the Services, the Contractor shall maintain the confidentiality of all non-public information, documents, records, data, materials, and electronic information disclosed by the City or obtained in connection with the Contract, except as required by law. The Contractor shall protect such information from unauthorized use, access, or disclosure and shall ensure that its employees, subcontractors, suppliers, and agents comply with this obligation.

This obligation shall not apply to information that becomes publicly available through no fault of the Contractor or that must be disclosed pursuant to applicable law, court order, or other lawful governmental request.

- 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. 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 Contractor agrees to:
- 2.18.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a bona fide occupational qualification permitted by applicable law. The Contractor 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 Contractor shall state that the Contractor 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 Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.
- 2.20. Failure to Perform:** If the Contractor fails to perform the Services in accordance with the Contract, including failure to meet required schedules, quality standards, coordination obligations, reporting requirements, or other Contract requirements, the City may, after providing written notice to the Contractor, obtain the required services from another source. The Contractor shall be responsible for all additional costs incurred by the City as a direct result of such failure.

The City may implement corrective actions to address nonperformance. If the Contractor's failure materially affects the Services, compromises regulatory compliance, creates a risk to public health or safety, or impairs the continuity or integrity of the Services, the City may 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 to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision thereafter.

2.22. Force Majeure: Neither Party shall be liable for any delay or failure to perform its obligations under the Contract to the extent such delay or failure is caused by a Force Majeure event beyond the reasonable control of the affected Party. Force Majeure events may include, but are not limited to, acts of God, fire, flood, severe weather, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, labor disputes not involving the affected Party, governmental actions, utility outages, or other events beyond the reasonable control of the affected Party.

The Party affected by a Force Majeure event shall provide the other Party with prompt written notice describing the nature of the event, its anticipated impact on performance, and the estimated duration of the delay. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as practicable.

If a Force Majeure event materially delays or prevents performance of the Services, the City may suspend, postpone, modify the schedule for, or terminate the Contract, in whole or in part, in accordance with the Contract Documents, without liability for costs incurred because of the Force Majeure event.

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

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

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

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

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

2.25. Services, Work Product and City Ownership: All reports, inspection reports, record drawings (as-built drawings), maps, inventories, maintenance records, plans, specifications, calculations, photographs, field notes, recommendations, documentation, electronic files, and other work product or deliverables prepared by the Contractor specifically for the City in connection with the Contract shall become the property of the City upon payment by the City, unless otherwise provided in the Contract.

Nothing in this Section shall be construed to transfer ownership of the Contractor's pre-existing intellectual property, proprietary methodologies, software, templates, tools, processes, trade secrets, or other proprietary materials developed independently of the Contract. To the extent any such proprietary materials are incorporated into the work product, the Contractor grants the City a perpetual, non-exclusive, royalty-free license to use such materials solely for the City's internal purposes in connection with the Services.

All information, records, data, maps, plans, electronic files, and other materials provided to the Contractor by the City shall remain the sole property of the City and shall not be used, disclosed, reproduced, or distributed for any purpose other than performance of the Contract without the City's prior written consent.

2.26. Patents and Copyrights: The Contractor 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 Contractor for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Contractor 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 and Venue: This Solicitation, and any Contract resulting from this Solicitation, shall be governed by and construed in accordance with the laws of the State of Colorado and the Charter, ordinances, regulations, and policies of the City of Grand Junction, Colorado, as applicable. Venue for any action arising from or relating to this Solicitation or any resulting Contract shall be in the District Court of the 21st Judicial District, Mesa County, Colorado.

2.28. Order of Precedence: In the event of a conflict between the Contract and any incorporated or referenced documents, the provisions of the Contract shall govern and control. In the event of a conflict between City-issued documents and the Contractor's proposal or other submitted materials, the City-issued documents shall govern.

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 Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with Service requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

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

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

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

- 2.33. 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 Contractor 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 Contractor, 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 Contractor 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 defined in the Solicitation or Contract Documents, the following definitions shall apply throughout this Solicitation and any resulting Contract. Additional terms may be defined within specific sections as necessary to clarify intent and promote consistent interpretation of the Solicitation and Contract Documents.

2.34.1. Agency, Consultant, Contractor, or Firm: "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, governmental entity, or other legal entity identified in the proposal and any resulting Contract that is responsible for performing the Services. The term includes the entity's authorized representatives, employees, subcontractors, agents, and other persons acting on its behalf in connection with the Contract.

2.34.2. City: "City" means the City of Grand Junction, Colorado, including its departments, officials, employees, agents, and authorized representatives acting within the scope of their authority.

2.34.3. Contract Price: "Contract Price" refers to the total compensation payable by the City to the Agency, Consultant, Contractor, or Firm for the full and satisfactory performance of the Services, Work, or obligations required under the Contract. The Contract Price includes all labor, materials, equipment, supplies, services, overhead, profit, and other costs necessary to perform the Contract, unless expressly stated otherwise in the Contract Documents.

The Contract Price may be structured as a fixed lump sum, unit price, guaranteed maximum price (GMP), not-to-exceed (NTE) amount, time-and-materials, or other compensation method as specified in the Contract Documents. Any modification to the Contract Price shall be made in accordance with the Contract and shall be authorized through a duly executed Contract Amendment, Change Order, or other authorized Contract modification.

2.34.4. Contract Time: "Contract Time" refers to the period during which the Agency, Consultant, Contractor, or Firm is obligated to perform the Services, Work, or other obligations required under the Contract, commencing on the effective date identified in the Contract Documents or other written authorization issued by the City and continuing through final completion, expiration, or termination of the Contract.

The Contract Time may be extended, reduced, suspended, or otherwise modified only in accordance with the Contract Documents and through a duly authorized written amendment, Change Order, or other authorized Contract modification.

2.34.5. Deliverable: A "Deliverable" refers to any tangible or intangible work product, report, study, document, presentation, dataset, electronic file, software, website, application, or other output the Contractor is required to create, develop, prepare, or provide as part of the Services.

All Deliverables shall comply with applicable accessibility laws, regulations, and standards, including, but not limited to:

- The Americans with Disabilities Act (ADA)
- HB21-1110, including §§ 24-85-101, C.R.S., et seq.
- The Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.
- The State of Colorado's technology accessibility standards, including compliance with Level AA of the current version of the WCAG, as adopted by the State

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

- 2.34.6. Key Personnel:** "Key Personnel" refers to the individual(s) identified by the Agency, Consultant, Contractor, or Firm as essential to the successful performance of the Services, Work, or other obligations required under the Contract. Key Personnel possess specialized qualifications, experience, knowledge, or skills necessary to perform critical aspects of the Contract. Any reassignment, removal, or replacement of Key Personnel shall be subject to the requirements of the Contract Documents.
- 2.34.7. Proposer:** "Proposer" refers to the Agency, Consultant, Contractor, Firm, individual, organization, business entity, governmental entity, or other legal entity submitting a proposal in response to a solicitation issued by the City.
- 2.34.8. Project or Work:** "Project" or "Work" refers to the endeavor, program, initiative, acquisition, construction, service, or other undertaking described in the Solicitation and Contract Documents for which the City is seeking goods, services, deliverables, or other performance.
- 2.34.9. Services:** "Services" refers to all labor, professional expertise, supervision, administration, materials, equipment, supplies, software, deliverables, and other resources necessary to perform the Work and satisfy the requirements of the Contract Documents.
- 2.34.10. Subcontractor:** "Subcontractor" refers to any individual, organization, business entity, governmental entity, or other legal entity that has a direct contractual relationship with the Agency, Consultant, Contractor, or Firm to perform a portion of the Services, Work, or other obligations required under the Contract. The term includes the Subcontractor's authorized representatives, employees, agents, and lower-tier subcontractors.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor 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 protect the Contractor and the City from liabilities arising out of the Contractor's performance of the Services under the Contract.

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

The Contractor shall 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 Contractor under the Contract. If any required insurance is written on a claims-made basis, the Contractor shall maintain appropriate retroactive dates and extended reporting periods in accordance with the Contract Documents.

The minimum insurance coverage limits shall be as follows:

(a) **Commercial General Liability**

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

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

The policy shall provide coverage for premises and operations, products and completed operations, bodily injury, property damage, personal and advertising injury, and contractual liability. The policy shall include a severability of interests' provision.

The policy shall provide coverage for the Contractor's operations under the Contract, including, as applicable, excavation, grading, trenching, landscaping, irrigation installation and repair, tree planting, vegetation management, herbicide application, and completed operations.

The Contractor shall be responsible for any deductibles or self-insured retentions applicable to the required insurance policies.

(b) **Commercial Automobile Liability**

Automobile Liability Insurance with a minimum combined single limit of liability of:

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

Coverage shall apply to all owned, hired, and non-owned automobiles used in the performance of the Services.

(c) **Contractors Pollution Liability Insurance** (when applicable)

The City reserves the right to require Contractors Pollution Liability Insurance for individual work assignments involving herbicide or pesticide application, environmental restoration, excavation, trenching, work in or near waterways, or other activities that, in the City's judgment, present pollution or environmental impairment exposures. When required, the Contractor shall

provide evidence of Contractors Pollution Liability Insurance in coverage limits established by the City's Risk Manager before commencing the applicable work assignment.

(d) **Workers' Compensation and Employers' Liability**

Workers' Compensation: Statutory coverage as required by the laws of the State of Colorado.

Employers' Liability: Minimum limits of:

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

ONE MILLION DOLLARS (\$1,000,000) each employee for disease.

ONE MILLION DOLLARS (\$1,000,000) policy limit for disease.

The Workers' Compensation policy shall include a waiver of subrogation endorsement in favor of the City.

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. The Commercial General Liability and Automobile Liability policies shall be primary and noncontributory with respect to any insurance maintained by the City. The Contractor 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 Contractor shall provide ACCORD Certificates evidencing all required coverages and endorsements. Certificates shall:

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

The Contractor shall maintain all required insurance throughout the Contract Term and shall provide updated certificates or endorsements upon renewal, replacement, or modification of any required policy.

Proof of insurance shall be submitted to and approved by the City before the Contractor performs any Services under the Contract.

If the Contractor fails to maintain the required insurance, the City may require the Contractor to immediately obtain acceptable coverage, suspend performance of the Services until such coverage is restored, or exercise any other rights and remedies available under the Contract.

Section 4.0: Specifications and Scope of Services

- 4.1. General:** The City is seeking proposals from qualified Contractors to provide on-demand landscape maintenance, irrigation services, turf conversion, vegetation management, ecological restoration, urban forestry services and related services on an as-needed basis.

The City intends to establish one or more annual contracts with qualified Contractors to supplement City staff by providing specialized services for landscape improvements, irrigation infrastructure, vegetation management, restoration projects, and other landscape-related work throughout the City.

The City reserves the right to award contracts to one or more Contractors by service category to ensure adequate capacity, specialized expertise, responsiveness, and operational flexibility.

Services may be required at City parks, recreation facilities, landscaped rights-of-way, medians, trail corridors, open spaces, detention facilities, municipal campuses, and other City-owned properties.

- 4.2. Background:** The Parks and Recreation Department manages a diverse inventory of developed parks, recreation facilities, landscaped right-of-way, medians, trail corridors, open spaces, detention areas, and municipal properties.

The City continues to advance water conservation, ecological restoration, and urban forestry initiatives through turf reduction, irrigation modernization, native landscape establishment, pollinator habitat development, tree planting, urban canopy expansion, and sustainable landscape management practices.

The City seeks qualified Contractors capable of supplementing City staff and providing specialized expertise for recurring maintenance activities, restoration projects, capital improvements, and emergency response needs.

Seasonal workload fluctuations, varying project demands, and the need for specialized equipment and expertise make it impractical for the City to maintain all necessary resources in-house. As a result, the City intends to supplement its workforce with qualified Contractors capable of providing timely, high-quality services as project needs arise.

Work assignments issued under the resulting Contract are expected to vary considerably in scope, complexity, location, and duration from year to year. Individual assignments may range from small irrigation repairs or vegetation management activities to larger turf conversion, ecological restoration, native landscape establishment, and urban forestry projects. Project-specific standards, plans, specifications, and performance requirements will be provided by the City for each individual work assignment, as applicable.

Because the City anticipates issuing a wide variety of work assignments over the Contract Term, Contractors are encouraged to demonstrate the breadth of its capabilities, available personnel, specialized equipment, and technical expertise rather than focusing solely on a single service category or project type.

Specific anticipated uses include:

- Landscape maintenance of the Community Recreation Center and associated grounds.
- Turf conversion and water conservation projects.
- Native landscape installation and establishment services.
- Ecological restoration and revegetation projects.
- Irrigation system repair.
- Large-scale vegetation management and herbicide application programs.

The City's objectives include:

- Maintaining high-quality public landscapes and recreation facilities.
- Improving water-use efficiency and sustainability.
- Supporting long-term native landscape and restoration success.
- Enhancing urban tree canopy and forest health.
- Providing rapid response capability for irrigation failures and vegetation management.
- Utilizing contractors with demonstrated municipal experience and specialized expertise.

Because workload and project demands vary throughout the year, the City requires qualified Contractors capable of providing supplemental labor, specialized equipment, technical expertise, and rapid response for planned projects and unforeseen maintenance needs.

4.3. Overview: The City anticipates utilizing the resulting Contract(s) for one or more of the following service categories:

- **Category 1** – Turf Conversion, Restoration, and Native Landscape Establishment
- **Category 2** – Irrigation Installation, Renovation, and Repair
- **Category 3** – Vegetation Management and Herbicide Application Services

Proposers may submit proposals for one, two, or all service categories.

The City does not guarantee any minimum quantity of work under this Contract.

Work assignments will be issued on an as-needed basis through individual purchase orders.

Each work assignment may include a project-specific scope of work, schedule, drawings, specifications, standards, and acceptance criteria applicable to that assignment.

4.4. Required Components

The Contractor shall furnish all labor, supervision, equipment, materials, tools, transportation, permits, licenses, and incidentals necessary to perform the requested Services.

The Contractor shall possess sufficient personnel and equipment to respond to multiple work assignments simultaneously when requested.

The Contractor shall be responsible for all traffic control, public safety measures, utility locates, and site protection required to safely perform the Services.

The Contractor shall maintain all work areas in a clean, orderly, and safe condition and shall remove all debris, excess materials, and waste generated by its operations unless otherwise directed by the City.

The Contractor shall be responsible for protecting existing utilities, irrigation systems, trees, vegetation, hardscape improvements, and other City or private property from damage during the performance of the Services. Any damage caused by the Contractor shall be promptly repaired or restored at no additional cost to the City.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, and standards, including pesticide licensing requirements, environmental regulations, OSHA requirements, and Colorado Department of Agriculture requirements.

4.5. Scope of Services

4.5.1. Representative Project Activities

4.5.1.1. Category 1 – Turf Conversion, Restoration, and Native Landscape Establishment

Services may include, but are not limited to:

- Turf removal and conversion
- Xeriscape conversion
- Native seeding
- Native planting
- Pollinator habitat establishment
- Revegetation projects
- Ecological restoration
- Site preparation
- Soil amendment incorporation
- Compost application
- Mulching
- Erosion control measures
- Riparian restoration support
- Tree planting
- Tree establishment
- Tree watering
- Tree mulching
- Open space restoration
- Habitat enhancement projects
- Monitoring and adaptive management
- Plant replacement during establishment periods

- Topsoil installation
- Compost incorporation
- Fine grading
- Boulder placement
- Temporary irrigation
- Landscape edging
- Import/export of landscape materials

Contractors shall identify available equipment and methodologies used for large-scale turf conversion and restoration projects, including:

- Native seed drills
- No-till seed drills
- Hydroseeding equipment
- Top dressers
- Compost application equipment
- Restoration and revegetation equipment
- Tractors
- Skid steers
- Landscape grading equipment
- Soil cultivation equipment
- Water trucks
- Tree watering equipment
- Dump trucks
- Mini excavators
- Rollers/compactors
- Grading equipment

When requested by the City, Contractors may be required to provide establishment and maintenance services for restored landscapes for periods ranging from one (1) year to five (5) years following installation.

Establishment Period Services may include:

- Irrigation management
- Weed control
- Plant replacement
- Monitoring and reporting
- Seasonal maintenance
- Warranty services
- Adaptive management recommendations
- Tree Replacement
- Tree Watering
- Tree Mulching
- Irrigation inspections

- Plant health assessments
- Survival counts

4.5.1.2. Category 2 – Irrigation Installation, Renovation, and Repair

Services may include:

- Mainline pipe repairs
- Lateral line repairs
- Irrigation controller replacement
- Valve replacement
- Sprinkler head replacement
- Pump repairs
- Wire locating
- Irrigation troubleshooting
- Irrigation system audits
- Irrigation renovations
- New irrigation installation
- Backflow prevention devices: Installation, repair, replacement, certification, and testing, approximately (170 units in the system)
- Quick couplers
- Drip irrigation
- Sleeving
- Winterization
- Spring startup
- Controller programming

The Contractor shall identify available personnel, equipment, methodologies used for large-scale irrigation repair projects, including:

- Excavators
- Trenchers
- Skid steers
- Pipe locating equipment
- Wire locating equipment
- Irrigation diagnostic equipment
- Vibratory plow
- Pipe fusing equipment

Record Drawings (As-Built Drawings): For new irrigation installations, irrigation system replacements, or significant modifications to existing irrigation systems, the Contractor shall prepare and submit accurate record (as-built) drawings documenting the completed installation. At a minimum, the record drawings shall identify the locations of mainlines, lateral lines, valves, controllers,

quick couplers, sleeves, wire paths, and other significant irrigation components. Record drawings shall be submitted in a format acceptable to the City prior to final acceptance of the applicable work assignment.

4.5.1.3. Category 3 – Vegetation Management and Herbicide Application

Services may include:

- Pre-emergent herbicide applications
- Post-emergent herbicide applications
- Spot spraying
- Mechanical weed removal
- Brush removal
- Woody vegetation control
- Cut stump treatment
- Noxious weed management
- Ground-clear applications
- Invasive weed management
- Vegetation control within rights-of-way
- Trail corridors
- Open space areas
- Municipal facilities
- Detention ponds
- Irrigation canals
- Other City-owned properties

The Contractor shall provide all required licensed applicators and comply with all Colorado Department of Agriculture pesticide regulations.

Available equipment should include:

- Truck-mounted sprayers
- UTV/ATV-mounted sprayers
- Boom sprayers
- Hand-held application equipment

The Contractor shall comply with all applicable posting and public notification requirements associated with pesticide applications.

4.5.2. Staffing, Workforce Capacity, and Qualifications

The Proposer shall describe its organizational capacity and identify personnel proposed to perform services under the Contract.

The Proposer shall identify the number of key supervisory personnel, licensed applicators, irrigation technicians, arborists, landscape professionals, and other

personnel available to support the Contract, as applicable to the services proposed.

The Proposer shall identify all applicable certifications, licenses, and professional credentials held by personnel assigned to City projects, including, as applicable:

- Colorado Commercial Pesticide Applicator License
- Irrigation Association Certifications (CIT, CLIA, CID, or equivalent)
- Certified Landscape Technician (CLT)
- Ecological Restoration certifications
- ISA Certified Arborist
- Other landscape, irrigation, restoration, vegetation management, or arboriculture certifications relevant to the proposed services.

Additional Information

The City encourages Proposers to describe additional capabilities that may provide value, including:

- Municipal landscape management experience
- Water conservation experience
- Native landscape establishment experience
- Ecological restoration experience
- Urban forestry services
- Tree inventory experience
- Sustainability initiatives
- Quality assurance programs
- Innovative technologies and practices
- Fleet and equipment inventory
- Emergency response capabilities
- Self-performance versus subcontracting

4.5.3. Response Times

The Proposer shall describe its ability to respond to service requests and identify the typical response times it is willing to commit to during the Contract term. At a minimum, the Proposer shall provide the following:

- Routine Response: Typical response time for planned or non-urgent work assignments.
- Priority Response: Typical response time for work requiring expedited attention but not constituting an emergency.
- Emergency Response: Typical response time for emergency service requests, including after-hours, weekends, and holidays, if such services are offered.

- Availability: Describe normal business hours, after-hours availability, weekend availability, holiday coverage, and the process of requesting emergency services.
- Mobilization: Describe the Proposer's ability to mobilize personnel, equipment, and materials for projects of varying size and complexity.
- Communication: Describe how service requests will be received, acknowledged, scheduled, and communicated to the City's Project Manager.

4.5.4. Warranty

The Proposer shall describe the warranty provided for workmanship, materials, plant establishment, irrigation system repairs, and other Services proposed under this Contract. The warranty description shall identify the duration of coverage, any exclusions or limitations, the process for reporting warranty issues, and the Contractor's expected response time for correcting warranty deficiencies.

Unless otherwise specified in an individual work assignment, the Contractor shall warrant all workmanship for a minimum period of one (1) year from the date of the City's acceptance of the completed Services. During the warranty period, the Contractor shall, at no additional cost to the City, promptly correct defects in workmanship or repair deficiencies attributable to the Contractor's performance.

When plant materials are furnished and installed by the Contractor, the Proposer shall identify any applicable plant establishment or replacement warranty, including the duration of coverage and any maintenance responsibilities required of the City during the warranty period.

4.5.5. Quality Control

The Proposer shall describe its quality control and quality assurance program for ensuring that all Services are completed in accordance with the Contract Documents and recognized industry standards. At a minimum, the Proposer shall address:

- Inspection procedures performed before, during, and after completion of the Services.
- Internal quality control and quality assurance processes.
- Procedures for identifying, documenting, and correcting deficiencies.
- Punch list development, tracking, and completion.
- Corrective action procedures for addressing deficiencies identified by the City or the Contractor.
- Communication and documentation procedures that will be used to keep the City's Project Manager informed of project status and corrective actions.

- Procedures for verifying that completed Services meet the requirements of the applicable work assignment before requesting final acceptance.
-

4.5.6. Deliverable

Depending upon the assigned task, deliverables may include:

- Before and after photographs
 - Material tickets
 - Seed mix certifications
 - Pesticide application records
 - Completed landscape improvements
 - Irrigation repairs or installations
 - Restoration work
 - Vegetation management services
 - Inspection reports
 - Irrigation audits
 - Herbicide application records
 - Project documentation
 - Warranty claims documentation
 - Maintenance recommendations
 - Establishment monitoring reports
 - Final project completion documentation
 - Record (as-built) drawings, when applicable
-

4.5.7. Performance Standards

The Contractor shall:

- Contractor personnel shall conduct appropriate job hazard assessments and safety briefings before commencing work as appropriate for the assigned task.
- Perform all Services in accordance with recognized industry standards.
- Complete work in a professional, safe, and timely manner.
- Coordinate scheduling with the City's Project Manager.
- Maintain adequate staffing and equipment throughout each assignment.
- Respond to routine work requests within the timeframe established by the City.
- Maintain daily communication regarding schedule changes or delays.
- Comply with all City safety requirements while working on City property.
- Protect all existing trees in accordance with City tree protection requirements and project-specific tree protection plans, where applicable.
- Protect existing improvements, utilities, vegetation, and adjacent property.

- Maintain the work site in a safe, clean, and orderly condition throughout the performance of the Services.
 - At the conclusion of each workday, remove all debris, excess materials, equipment, and waste generated by the Contractor's operations, and leave the work site in a clean, safe, and orderly condition unless otherwise directed in writing by the City's Project Manager.
 - Restore disturbed areas resulting from Contractor operations.
 - Comply with all environmental regulations and manufacturer recommendations.
 - Maintain all required licenses and certifications throughout the Contract term.
 - Respond to emergency service requests within the timeframe established by the City for each work assignment.
 - Perform each work assignment in accordance with the project-specific plans, specifications, standards, and instructions provided by the City.
-

4.5.8. Reporting Requirements

When requested, the Contractor shall provide:

- Progress reports
 - Daily work reports
 - Quantity summaries
 - Labor hours by task
 - Equipment utilization
 - Herbicide application logs
 - Irrigation inspection reports
 - Establishment monitoring reports
 - Completion reports
 - Warranty documentation
 - Material Safety Data Sheets
 - Recommendations for corrective actions
-

4.5.9. Site Conditions and Access

Services will be performed at various City-owned facilities throughout Grand Junction.

The Contractor shall be responsible for verifying existing site conditions prior to commencing work and shall coordinate site access and work schedules with the City's designated Project Manager.

4.5.10. Equipment Requirements

The Contractor shall furnish all equipment necessary to perform the requested services safely and efficiently.

Equipment shall be maintained in good working conditions and shall be appropriate for municipal landscape maintenance and restoration operations.

Equipment shall comply with all applicable safety regulations and be suitable for operation in developed parks, landscaped areas, and public spaces without causing unnecessary damage.

4.6. Special Conditions/Provisions:

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

All questions related to this solicitation, including the procurement process, scope of Services, or Contract terms, shall be directed in writing to:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

No communication is to be directed to any other City personnel. Unauthorized contact may result in the disqualification of the Proposer.

4.6.2. Budget: The City has not established a guaranteed minimum contract value or annual expenditure under this Solicitation. Services will be authorized on an as-needed basis and are contingent upon the availability of the appropriated funds.

The City may establish internal not-to-exceed (NTE) funding limits for one or more service categories each calendar year for budgeting and contract administration purposes. Such internal funding limits may or may not be disclosed to the awarded Contractor(s) and shall not be construed as a guarantee of work or a commitment to expend any minimum or maximum amount.

Proposers shall submit competitive unit pricing based on the Scope of Services and the Pricing Schedule included with this Solicitation. The City reserves the right to award one or more Contracts, authorize work in any combination of service categories, or authorize no work in a particular category, depending on operational needs and available funding.

Each contract year, including any renewal term, shall be subject to annual appropriation by the Grand Junction City Council. Upon appropriation of funds, the City may establish a new NTE authorization for each awarded Contractor and service category for that contract year. No work shall be authorized beyond the approved NTE amount without a duly executed Contract Amendment or other written authorization issued in accordance with the Contract Documents.

4.6.3. Key Staff Reassignment: The Proposer shall identify the primary personnel responsible for managing and administering the Services, including the key supervisory personnel assigned to the City. The City expects these individuals to remain assigned to the Contract throughout the Contract term whenever practicable.

If the Contractor proposes to replace any identified key supervisory personnel, the Contractor shall provide written notice to the City as soon as reasonably practicable and shall identify replacement personnel possessing qualifications, certifications, licenses, and experience substantially equivalent to those of the

individual being replaced. The City reserves the right to reject proposed replacement personnel who, in the City's reasonable judgment, do not possess the qualifications necessary to perform the required Services.

4.6.4. Pricing Requirements: Proposers shall submit a complete Pricing Schedule for each service category proposed. Pricing shall be based on fully burdened unit rates and shall include all labor, supervision, equipment, tools, transportation, mobilization, demobilization, fuel, permits, licenses, insurance, overhead, profit, consumable materials, and all other costs necessary to perform the Services. No additional compensation shall be allowed unless specifically authorized by the City through a written Contract Amendment or Change Order.

In addition to the City's Pricing Schedule, the Proposer shall submit a detailed Schedule of Rates identifying labor classifications, equipment, materials, unit prices, and other services customarily provided by the Proposer that may reasonably be required during the Contract Term.

At a minimum, the supplemental Schedule of Rates shall include, as applicable:

- Labor classifications and fully burdened hourly rates.
- Equipment categories and hourly or daily rates.
- Material pricing or material markup methodology, if applicable.
- Unit pricing for commonly performed landscape, irrigation, vegetation management, ecological restoration, and urban forestry services.
- Mobilization and demobilization charges, if applicable.
- Emergency, after-hours, weekend, and holiday rates, if applicable.
- Minimum service charges, if any.
- Call-out charges, if any.
- Any other recurring charges, fees, or pricing methodologies that may apply during the Contract Term.

The City reserves the right to utilize pricing from either the City's Pricing Schedule or the Proposer's supplemental Schedule of Rates when issuing individual work assignments. Pricing for Services not specifically identified in either pricing schedule may be negotiated and shall not be performed until authorized in writing by the City before the Services are performed.

All unit prices, hourly rates, equipment rates, markups, and other pricing submitted shall remain firm throughout the initial Contract Term and any exercised renewal terms unless modified by a duly executed Contract Amendment.

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

The City reserves the right to negotiate pricing, rates, and fees with the apparent successful Proposer prior to Contract award and, when in the City's best interest, prior to authorizing Services not specifically addressed by the Pricing Schedule.

4.6.4.1. Category 1: Turf Conversion, Restoration, and Native Landscape Establishment

Item	Unit
Landscape Foreman	Hourly
Landscape Technician	Hourly
Turf Removal	Sq. Ft/Acre
Herbicide Treatment	Acre
Soil Preparation	Acre
Native Seed Installation	Acre
Native Plug	Each
Shrubs	Each
Mulch	CY
Irrigation Modifications	Each
Weed Management	Acre
Establishment Watering	Month
Monitoring/Reporting	Month
Year 1 Maintenance	Per Month
Year 2 Maintenance	Per Month
Year 3 Maintenance	Per Month
Year 4 Maintenance	Per Month
Year 5 Maintenance	Per Month

Supplemental Schedule of Rates

The pricing table above is intended to identify the City's anticipated pricing items and is not all-inclusive. In addition to the pricing provided above, the Proposer shall submit a supplemental Schedule of Rates in accordance with Section 4.6.4. The supplemental Schedule of Rates shall include all additional labor classifications, equipment rates, unit pricing, material pricing or markups, mobilization and demobilization charges, emergency or after-hours rates, minimum service charges, call-out charges, and any other fees or charges that may reasonably apply to Services performed under the Contract.

4.6.4.2. Category 2: Irrigation Installation, Renovation, and Repair

Item	Unit
Irrigation Technician	Hourly

Excavation Technician	Hourly
Irrigation Audit	Acre/Zone
Backflow Testing	All/Per Unit
Material Markup	Per Unit
Emergency Call-Out	Hourly

Supplemental Schedule of Rates

The pricing table above is intended to identify the City's anticipated pricing items and is not all-inclusive. In addition to the pricing provided above, the Proposer shall submit a supplemental Schedule of Rates in accordance with Section 4.6.4. The supplemental Schedule of Rates shall include all additional labor classifications, equipment rates, unit pricing, material pricing or markups, mobilization and demobilization charges, emergency or after-hours rates, minimum service charges, call-out charges, and any other fees or charges that may reasonably apply to Services performed under the Contract.

4.6.4.3. Category 3: Vegetation Management and Herbicide Application Service

Item	Unit
Spray Technician	Hourly
Pre-emergent	Acre
Post-emergent	Acre
Ground Clear	Acre
Spot Spray	Acre

Supplemental Schedule of Rates

The pricing table above is intended to identify the City's anticipated pricing items and is not all-inclusive. In addition to the pricing provided above, the Proposer shall submit a supplemental Schedule of Rates in accordance with Section 4.6.4. The supplemental Schedule of Rates shall include all additional labor classifications, equipment rates, unit pricing, material pricing or markups, mobilization and demobilization charges, emergency or after-hours rates, minimum service charges, call-out charges, and any other fees or charges that may reasonably apply to Services performed under the Contract.

4.6.5. 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’s Purchasing Division’s acceptance of the proposal, as evidenced by a formal “Notice of Award.”

4.6.5.1. 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.

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

4.7. Project Manager: The City's Project Manager, or designee, shall serve as the City's primary point of contact for day-to-day coordination and administration of the Services under the Contract. The Project Manager shall be responsible for coordinating work assignments, scheduling, communications, site access, inspection of completed Services, and acceptance of work performed in accordance with the Contract.

During the performance of the Contract, all routine communications, work schedules, reports, invoices, notices, and other submittals related to the Services shall be directed to the City's designated representative, unless otherwise directed in writing by the City.

Invoices shall be submitted electronically to: gjparksbilling@gjcity.org, unless otherwise directed in writing by the City.

Project Manager:
Randy Coleman
Park Operations Superintendent
City of Grand Junction
Parks and Recreation Department
2529 High Country Ct.
Grand Junction, CO 81501

4.8. Contract Administrator: The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of Contract Amendments, Change Orders (when applicable), contract modifications, renewals, and formal interpretation of the Contract. All contractual questions, requests for Contract modifications, and other matters affecting the terms and conditions of the Contract 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 authorized representative for contract administration and is authorized to act on behalf of the City only with respect to contractual matters. The Contract Administrator does not provide technical direction, authorize additional Services beyond the scope of the Contract, approve changes to the Contract Price or Contract Time except through properly executed Contract documents, or direct the Contractor's day-to-day operations.

Technical oversight, work assignments, scheduling, operational coordination, inspection of completed Services, and acceptance of work shall be the responsibility of the City's designated Project Manager or designee.

- 4.9. Contract Term and Renewal:** The Contract shall become effective upon full execution by both Parties. Services may commence upon execution of the Contract and issuance of a City Purchase Order, and shall remain in effect through **December 31, 2027**, unless earlier terminated in accordance with the Contract Documents.

The City may renew the Contract for up to three (3) additional one-year terms, subject to:

- Mutual written agreement between the City and the Contractor.
- Satisfactory performance as determined by the City.
- Annual appropriation of funds by the Grand Junction City Council.

Each renewal term shall be governed by the same terms, conditions, specifications, and requirements set forth in the original Contract unless modified by a duly executed written Contract Amendment.

All fees, rates, unit pricing, equipment rates, labor rates, markups, and other pricing submitted shall remain firm and fixed throughout the initial Contract Term and any renewal terms exercised by the City. The City may, at its sole discretion, consider no more than one (1) request for a price adjustment during the entire Contract Term, including any renewal terms, provided the Contractor submits written justification supported by verifiable third-party documentation demonstrating extraordinary increases in actual costs beyond the Contractor's reasonable control. Acceptable documentation may include supplier quotations or invoices, manufacturer price increase notices, insurance premium renewals, fuel supplier documentation, equipment rental rate increases from the Contractor's rental supplier, or other independent documentation acceptable to the City. Approval of any price adjustment shall be at the City's sole discretion, shall require a fully executed Contract Amendment, and shall not establish a precedent for future price adjustments.

For each contract year, the City may establish one or more annual not-to-exceed (NTE) authorizations based on available funding and operational needs. No work shall be authorized beyond an approved annual NTE amount without prior written authorization from the City.

To comply with the City's financial and procurement system requirements, the City will issue a new Contract number and Purchase Order for each renewal term. Renewal documents will be executed through DocuSign or another City-approved method following approval of the applicable Purchase Order. Such administrative actions are for internal processing purposes only and shall not constitute a modification of the Contract or alter the pricing, obligations, terms, or conditions agreed to by the Parties.

4.10. Attachments

The following attachment is provided for reference and is intended to assist Proposers in understanding the City's objectives and the anticipated types of Services that may be performed under the resulting Contract. Proposers are responsible for reviewing all attachments prior to submitting a Proposal.

- [Attachment A – Conceptual Phased Turf Conversion and Native Landscape Establishment Plan \(Lilac Park\)](#)

This conceptual plan is provided for informational purposes only to illustrate the City's long-term approach to phased turf conversion, native landscape establishment, and water conservation. It is intended to demonstrate the types of projects that may be performed under the Contract and to emphasize that individual work assignments may vary significantly in scope, complexity, and location from year to year.

This attachment is not a construction plan, does not establish a specific scope of work, and does not guarantee that any project or phase will be authorized under the resulting Contract.

4.11. Online Resources

The following online resources are provided for informational purposes. Proposers are encouraged to review these materials to become familiar with the City's parks system, municipal facilities, and recreational programs relevant to the Services. These resources are intended to supplement, but not replace, the requirements of this Solicitation.

- [City of Grand Junction GIS Maps](#)
Proposers are encouraged to explore the interactive GIS map by utilizing **Layers** and enabling the Parks layer to become familiar with the locations of City parks that may require Services under the resulting Contract.
- [List of City Parks](#)
- [Grand Junction Activity Guide](#)

4.12. Tentative Calendar of Events

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	July 8, 2026

Non-Mandatory Pre-Proposal Conference Refer to Section 1.5.	July 16, 2026
Inquiry deadline no questions are accepted after the close of business on this date	July 23, 2026, before 5:00 p.m.
Final Addendum Issued (if applicable)	July 28, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	August 6, 2026, before 1:00 p.m. MDT
Evaluation of proposals Internal review by City-appointed committee	August 6-14, 2026
Interviews (if required) By invitation only; will be conducted in person. Tentative interview schedule and time blocks: • August 24, 2026 (9:00 a.m. – 3:00 p.m. MDT) • August 25, 2026 (12:00 p.m. – 2:00 p.m. MDT)	August 24-25, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	August 27, 2026
Contract Execution Contingent upon Council approval and funding availability	September 1, 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-jefferson>

- 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 submit proposals well in advance of the submission deadline.
 - Instructions for registration are available on the BidNet® Direct website.
 - The City does not control or administer vendor access to the BidNet® system. Proposers are solely responsible for ensuring successful and timely electronic submission of its Proposals.
 - Technical assistance regarding the BidNet® system must be obtained directly from BidNet® at (800) 835-4603, Vendor Support Option 2, prior to the submission deadline.
 - Late submissions will not be accepted under any circumstances
 - Proposals received by any means other than the BidNet® system will not be considered.
-

5.2. Proposal Format and Submission Requirements

Proposals shall be submitted as one (1) complete, fully searchable PDF document. The Proposal shall not exceed forty (40) pages. To facilitate the City's evaluation process, the Proposal should be organized in the same order as the requirements set forth in this Section.

For the purposes of this limitation:

- One (1) page shall be defined as one (1) single-sided page.
- Each side of a double-sided page 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:

- Table of Contents
- Section Dividers
- Solicitation Response Form (Section 7.0)
- Resumes of Key Personnel

- Copies of licenses and certifications

Pages exceeding the stated page limit, or content outside the permitted exclusions, may not be reviewed or considered during the evaluation process.

5.3. Cover Letter

Proposers shall submit a Cover Letter summarizing the Proposer's interest in the project, qualifications, organizational capacity, and understanding of the City's objectives and the Scope of Services. The Cover Letter shall include:

- A concise summary of the Proposer's experience, qualifications, and capacity to successfully perform the Services.
- The name, title, office location, email address, and telephone number of the Proposer's primary point of contact, and the location of the office or facility from which the Services will be dispatched and managed.
- Identification of the individual authorized to negotiate and bind the Proposer to the terms of the Proposal and any resulting Contract.
- The signature, printed name, and title of a duly authorized representative of the Proposer.

Submission of a Proposal constitutes the Proposer's certification that it has reviewed the Solicitation and agrees to comply with its requirements, terms, and conditions, except for any exceptions expressly identified in the Proposal.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of the Proposal. Only the completed Solicitation Response Form shall be returned. The remainder of the Solicitation document shall not be reproduced or resubmitted.

If a Proposer requests any exceptions, modifications, or revisions to the requirements or terms and conditions of this Solicitation, such requests shall be clearly identified immediately following the Solicitation Response Form. Any proposed revisions may include red-lined versions of only the specific Solicitation provisions to which the requested exception applies. Submission of a fully redlined Solicitation document will not be accepted.

Exceptions, modifications, or revisions not clearly identified in the Proposal will not be considered by the City.

5.5. Price Proposal

Proposers shall submit a Price Proposal in accordance with the requirements of **Section 4.6.4 – Pricing Requirements**. Pricing shall be submitted only for the service categories proposed by the Proposer.

5.6. Capacity, Credentials, Experience, and References

The Proposer shall demonstrate its organizational capacity, qualifications, personnel, equipment resources, and experience to successfully perform the Services required under this Solicitation.

At a minimum, the Proposer shall address the following:

- **Relevant Experience:** Experience providing landscape, irrigation, vegetation management, ecological restoration, native landscape establishment, urban forestry, or similar on-demand maintenance services comparable in size, scope, and complexity to the Services described in this Solicitation. Experience performing work for municipalities, parks and recreation agencies, public works departments, utilities, school districts, or other public-sector agencies is preferred.
- **Key Personnel:** Identify the key supervisory personnel proposed to administer and perform the Services under the Contract, including each individual's proposed role and responsibilities, office location, qualifications, applicable licenses and certifications, years of relevant experience, and availability.
- **Equipment Resources:** Describe the equipment, vehicles, specialized tools, spray equipment, irrigation equipment, and other resources available to perform the Services. Identify whether equipment is owned, leased, or subcontracted, as applicable.
- **Project Organization and Approach:** Description of the proposed project team structure, roles and responsibilities, lines of communication, and identification of any proposed subcontractor and its respective roles, if applicable.
- **Relevant Project Experience and References:** Provide a minimum of three (3) client references for comparable municipal or public-sector projects or on-demand service contracts within the past five (5) years that are similar in scope, complexity, and type of Services described in this solicitation.

For each referenced project or contract, provide:

- Client name and organization.
- Reference contact name, title, phone number, and email address.
- Project or contract description, including scope of Services performed.
- Key personnel assigned to the project or contact.
- Contract or project duration and completion date (or status if ongoing).

- Description of any significant challenges encountered and how they were addressed.
- **Team Experience:** Describe the team's experience working together on similar projects or on-demand service contracts, including experience coordinating multiple crews, subcontractors, concurrent work assignments, and municipal clients.
- **Problem-Solving and Risk Management:** Provide examples demonstrating the Proposer's ability to identify, manage, and resolve operational, technical, and project-related challenges encountered while performing similar Services. Examples may include, but are not limited to
 - Emergency irrigation failures.
 - Vegetation or invasive weed management.
 - Public safety concerns.
 - Weather-related delays or changing site conditions.
 - Maintaining park operations and minimizing service disruptions.
 - Maintaining safe public access during construction or maintenance activities.
 - Environmental permitting or regulatory compliance.
 - Utility conflicts, locates, or protection of existing infrastructure.
- **Response Capacity:** Describe the Proposer's ability to respond to routine, priority, and emergency work assignments, including staffing capacity, dispatch procedures, seasonal workload management, and ability to perform multiple work assignments concurrently.

The City will use the information provided in this Section to evaluate the Proposer's organizational capacity, qualifications, personnel, equipment resources, experience, references, reliability, and demonstrated ability to successfully perform Services comparable in scope, complexity, and nature to those required under this Solicitation.

5.7. Strategy and Implementation Plan

Proposers shall provide a comprehensive strategy for successfully performing the Services described in **Section 4.0**. The Strategy and Implementation Plan shall demonstrate the Proposer's understanding of the City's objectives and describe how the Proposer will meet the requirements of the Scope of Services.

The Strategy and Implementation Plan may be presented in narrative or another suitable format and shall, at a minimum, address the following:

- Approach to Service Delivery – Describe the overall approach to performing the Services and administering the Contract.
- Mobilization and Work Management – Describe mobilization, scheduling, work assignment management, reporting, and completion of Services.

- Response and Communication – Describe how the Proposer will meet routine, priority, and emergency response requirements and coordinate with the City's Project Manager.
- Quality Control and Safety – Describe quality control procedures, inspections, corrective actions, warranty administration, traffic control, public safety, and regulatory compliance.
- Environmental Stewardship – Describe practices supporting water conservation, irrigation management, vegetation management, ecological restoration, and protection of existing landscapes and natural resources.
- Continuous Improvement – Describe recommendations or innovations that may improve efficiency, sustainability, or service delivery throughout the Contract.

The City will evaluate the Strategy and Implementation Plan based on the Proposer's demonstrated understanding of the Services described in Section 4.0 and its ability to successfully perform the Contract.

5.8. Legal Proceedings and Litigation

Proposers shall disclose any pending or current legal proceedings, lawsuits, regulatory actions, administrative enforcement actions, or debarment involving the Proposer, its principals, employees, subcontractors, or any other individual or entity proposed to perform Services under the Contract. This includes, but is not limited to, OSHA citations, Colorado Department of Agriculture enforcement actions, pesticide licensing actions, environmental violations, and debarment or suspension from contracting with any governmental entity.

At a minimum, disclose:

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

For each matter, provide:

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

Failure to disclose relevant legal proceedings or regulatory actions may be considered during the City's evaluation of the Proposal.

5.9. Additional Data

Proposers may submit any additional information they believe is relevant to their qualifications, capabilities, or ability to successfully perform the Services. Examples may include:

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- Water conservation innovations.
- Geographic Information Systems (GIS) capabilities.
- Irrigation technologies and smart irrigation systems.
- Vegetation management methodologies.
- Ecological restoration or native landscape establishment experience.
- Drone mapping, aerial imaging, or other advanced field technologies.
- Sustainable landscape management practices.

This section is optional; however, Proposers are encouraged to include information that demonstrates additional value, innovation, or capabilities relevant to the Services described in this Solicitation.

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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 Solicitation. Proposals will be evaluated based on the Proposer's demonstrated qualifications, organizational capacity, relevant experience, Strategy and Implementation Plan, ability to perform the Services, responsiveness to the requirements of this Solicitation, and overall value to the City.

The evaluation process is intended to identify the Proposal(s) that best meets the City's needs and objectives as set forth in this Solicitation.

6.2. Evaluation Summary

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

- Accept or reject any Proposal, in whole or in part.
- Waive informalities or minor irregularities.
- Consider the Proposer's past performance on similar projects or on-demand service contracts, including work performed for the City or other public agencies.
- Request clarifications, additional information, interviews, presentations, or Best and Final Offers (BAFOs), if determined to be in the City's best interest.
- Make an award, multiple awards, or no award, as determined to be in the best interest of the City.

The City will evaluate Proposals based on the qualitative evaluation criteria identified in this Section. Pricing submitted in accordance with Section 4.6.4 will be reviewed for completeness, reasonableness, and compliance with the requirements of this Solicitation, but will not be assigned a numerical score as part of the evaluation process. The City's determination regarding award shall be made in the best interests of the City and at the City's sole discretion.

6.3. Scoring Criteria

The City will evaluate Proposals using the evaluation criteria and relative weights identified in this Section. Each Evaluation Committee member shall independently evaluate and score each qualitative evaluation criterion using the following numeric scale:

Score	Description
1-2	Unsatisfactory – Fails to meet the requirements of the Solicitation. Significant deficiencies or omissions are present.
3-4	Poor – Minimally responsive. Meets few requirements and contains significant weaknesses or deficiencies.
5-6	Adequate – Meets the minimum requirements of the Solicitation. Proposal is acceptable but demonstrates limited strengths or value-added features
7-8	Good – Meets or exceeds most requirements. Demonstrates relevant experience, sound methodology, and identifiable strengths with few weaknesses
9-10	Excellent/Exceptional – Fully meets or exceeds the requirements of the Solicitation. Demonstrates outstanding qualifications, understanding, innovation, capacity, and a high likelihood of successful performance

Each Evaluation Committee member shall independently assign a raw score for each qualitative evaluation criterion. Raw scores will be multiplied by the applicable weighting to determine each weighted category score. The sum of the weighted category scores shall constitute the 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 will establish the benchmark and be assigned the maximum available qualitative score of one hundred percent (100%). 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 establish the final ranking of the Proposers.

6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 100%)

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	5%	Completeness, organization, clarity, and compliance with all Solicitation instructions, submission requirements, and required forms.
Understanding of the City Objectives	20%	Demonstrated understanding of the City's operational needs, objectives, service expectations, and the Scope of Services described in Section 4.0. Includes the Proposer's understanding of the City's parks, landscaped public areas, water conservation initiatives,

		ecological restoration goals, and the need for responsive, on-demand services.
Capacity, Qualifications, Experience, and References	30%	Demonstrated organizational capacity, qualifications, relevant experience, key personnel, certifications, equipment resources, references, and ability to successfully perform services of similar scope, complexity, and nature.
Strategy and Implementation Plan	30%	Demonstrated approach to performing the Services described in Section 4.0, including mobilization, work order management, scheduling, response times, communication, quality control, safety, environmental stewardship, and overall contract administration.
Overall Value to the City	15%	Overall value of the Proposal based on the Proposer's demonstrated capabilities, innovation, operational efficiency, sustainability practices, responsiveness, and ability to successfully support the City's objectives throughout the Contract Term. The City may also consider the completeness and reasonableness of the pricing submitted in accordance with Section 4.6.4 as part of its overall value determination; however, pricing will not be assigned a numerical score.

The City may consider optional or value-added elements proposed by a Proposer as part of its evaluation. The inclusion or omission of such elements shall not, by itself, affect the evaluation of a Proposal unless expressly identified as a requirement of this Solicitation.

6.3.2. Score Normalization Method

Following completion of the 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 one hundred percent (100%). 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 establish the final evaluation rankings.

6.3.3. Pricing Review (Not Scored)

Pricing submitted in accordance with Section 4.6.4 – Pricing Requirements will be reviewed for completeness, reasonableness, and compliance with the requirements of this Solicitation. Pricing will not be assigned a numerical score or included in the calculation of the Proposer's total evaluation score.

The City reserves the right to request clarification of pricing, pricing assumptions, or supporting documentation, and to negotiate pricing, rates, fees, or other pricing elements with the apparent successful Proposer prior to Contract award.

6.4. Shortlisting Proposers

The City may use the evaluation process outlined in this Section to identify one or more Proposers for further consideration. The City reserves the right to modify, waive, or discontinue any step in the evaluation or shortlisting process if determined to be in the City's best interest.

Compliance Review

All Proposals will undergo an initial review to determine compliance with the mandatory requirements of this Solicitation.

The City's Purchasing Agent may request written clarifications from one or more Proposers to resolve minor ambiguities, confirm the Proposer's understanding of its Proposal, or verify compliance with the Solicitation requirements. Requests for clarification shall not be construed as an opportunity to materially revise or modify a Proposal.

Evaluation and Scoring

Proposals determined to be responsive will be evaluated and scored by the City's Evaluation Committee in accordance with the evaluation criteria and relative weights identified in Section 6.3. Individual evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Evaluation Committee in establishing rankings and identifying the highest-ranked Proposers for further consideration.

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, reliability, and ability to successfully perform the Services. Reference checks may include, but are not limited to, inquiries regarding:

- Performance on projects or on-demand service contracts of similar size, scope, and complexity.
- Adherence to schedules, budgets, response times, and contractual requirements.
- Responsiveness, professionalism, communication, 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, including prior or current City staff, public agencies, or other clients. The City may also request additional supporting materials or work samples and, if applicable, conduct site visits to verify information contained in the Proposal and further evaluate the Proposer's qualifications, capacity, 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 qualified 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, Strategy and Implementation Plan, organizational capacity, and ability to successfully perform the Services.

The City reserves the right to determine the number of Proposers invited to participate in interviews or presentations and to establish a shortlist based on the evaluation of written Proposals. Interview dates and times will generally align with the Tentative Calendar of Events but may be modified at the City's discretion.

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

- Understanding of the City's needs, objectives, and Scope of Services.
- Strategy and Implementation Plan.
- Key personnel, organizational capacity, and ability to perform the Services.
- Communication, responsiveness, and overall suitability to perform the Contract.

Participation in an interview or presentation does not guarantee selection for award.

6.7. Negotiations

The City reserves the right to conduct negotiations with the highest-ranked Proposer following completion of the evaluation process. If negotiations with the highest-ranked Proposer are unsuccessful, the City may formally conclude those negotiations and, at its sole discretion, enter into negotiations with the next highest-ranked Proposer.

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

- Clarifications, refinements, or revisions to the proposed Services, Strategy and Implementation Plan, staffing, schedule, or deliverables.
- Revisions to pricing, rates, fees, or other cost assumptions, including requests for Best and Final Offers (BAFOs), if determined to be in the City's best interest.
- Revisions to proposed Contract terms, exceptions, or other matters necessary to facilitate Contract execution.
- Other modifications, if necessary to align the Proposal with the City's objectives.

All negotiations shall be conducted at the City's sole discretion. The City reserves the right to terminate negotiations at any time, to proceed to the next highest-ranked Proposer, or to decline to make an award.

6.8. Award

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

- Award one or more Contracts by Service Category.
- Award a single Contract for one or more Service Categories.
- Award the Contract in whole or in part, including designating primary and secondary Contractor(s), if determined to be in the City's best interest.
- Accept, reject, or negotiate any portion of one or more Proposals.
- Reject any or all Proposals and waive any informalities, technicalities, or minor irregularities.
- Consider the Proposer's past performance with the City or other public agencies.
- Decline to make any award if, in the City's judgment, no Proposal is determined to be in the City's best interest.

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

6.9. Contract Execution

The apparent successful Proposer shall execute the Contract and provide all required documentation, including certificates of insurance and any other required submittals, within the timeframe specified by the City following the Notice of Award.

Failure of the apparent successful Proposer to timely execute the Contract, provide the required documentation, or otherwise satisfy the conditions of award may result in withdrawal of the award, negotiations with the next highest-ranked Proposer, or cancellation of the Solicitation, as determined by the City.

Any award is contingent upon the availability of funds, completion of all required City approvals, successful negotiation of final Contract terms, and execution of a mutually acceptable Contract.

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](#).

Section 7.0. Solicitation Response Form

RFP-5957-26-KF “On-Demand Landscape, Irrigation, Vegetation Management, Restoration, and Urban Forestry Services”

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

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

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

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services/work described herein, should the City accept and award the Contract.

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

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

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

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City’s tax-exempt identification number is **98-903544**. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- The City of Grand Junction’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 reviewing and acknowledging all Addenda issued in connection with this Solicitation as part of the Proposal submission.

Additionally, the Proposer must submit:

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

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____

Subcontractor Disclosure

The Proposer shall identify all subcontractors proposed to perform Services under the Contract, including the name of the firm, the services to be provided, and the qualifications of key personnel assigned to provide Services.

The City reserves the right to evaluate the qualifications, certifications, experience, capacity, and past performance of any proposed subcontractor and to reject any subcontractor that, in the City's judgment, does not possess the qualifications necessary to perform the assigned Services.

The Proposer shall remain fully responsible for the performance of all subcontractors and their personnel. Use of subcontractors shall not relieve the Proposer of any obligation, requirement, or liability under the Solicitation or any resulting Contract.

No subcontractor identified in the Proposal may be substituted, and no additional subcontractor may be engaged following Contract award without the prior written approval of the City.

The Proposer shall ensure that all subcontractors possess any licenses, certifications, registrations, qualifications, permits, or other credentials required to perform the Services assigned to them.

Name, Address, City, and State of Subcontractor	Description of Service(s) to be Performed	Estimated Value and Percentage of Services

If no subcontractors are proposed, the Proposer shall indicate "None."

Certifications

By signing the Solicitation Response Form, the Proposer certifies that all identified subcontractors are qualified to perform the proposed Services and shall comply with all applicable Contract requirements, including licensing, certification, regulatory, confidentiality, insurance, and safety obligations.