



## **Request for Proposal**

RFP-5955-26-KF

# **Integrated Digital Platform and Website Modernization Services**

### **Proposal Deadline**

August 3, 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>

### **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](mailto:kathleenf@gjcity.org)  
970-244-1513

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<b>Event and Details</b>	<b>Date</b>
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	July 10, 2026
Inquiry deadline No questions are accepted after the close of business on this date	July 22, 2026, before 5:00 p.m.
Final Addendum Issued (if applicable)	July 24, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	August 3, 2026, before 1:00 p.m. MDT
Evaluation of proposals Internal review by DDA-appointed committee	August 3-7, 2026
Interviews (if required)	August 18, 2026, only
Contract Award and Execution Subject to completion of evaluations, interviews (if conducted), successful negotiations, new supplier registration, and DDA Board approval.	August 28, 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, websites, applications, and other 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, project 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 can perform the Services as specified.
- 1.3. Issuing Office:** This solicitation is being administered by the **City of Grand Junction, Colorado Purchasing Division** on behalf of **Downtown Grand Junction (DDA)**. The Purchasing Agent responsible for this procurement is:

Kathleen Franklin  
Purchasing Agent  
City of Grand Junction, Colorado  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

Except as may be provided during any pre-proposal meeting or site visit conducted in connection with this Solicitation, all inquiries, requests for clarification, concerns, or other communications regarding this Solicitation, including those related to the procurement process, specifications, or Scope of Services, shall be submitted in writing to the Purchasing Agent.

Communication with any other City employee, DDA Board member, DDA staff member, or representative regarding this Solicitation may result in the disqualification of the Proposer's submission.

- 1.4. Purpose**

Downtown Grand Junction (DDA) in Grand Junction, Colorado is soliciting competitive proposals from qualified firms to provide professional consulting, implementation, and support services for a comprehensive digital platform modernization initiative. The DDA seeks an experienced Consultant to evaluate its current digital environment and implement an integrated, scalable solution that enhances operational efficiency, stakeholder engagement, and long-term organizational effectiveness.

The project includes, but is not limited to, Customer Relationship Management (CRM), website migration, communications, data integration, workflow automation, reporting, digital engagement solutions, and future artificial intelligence (AI)-enabled capabilities. The selected Consultant will work collaboratively with the DDA to develop a modern digital ecosystem that streamlines business processes, improves data management and reporting, enhances user experiences, and provides a flexible foundation for future growth.

A detailed description of the required Services, deliverables, and performance expectations is provided in Section 4.0. 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 Pre-Proposal Meeting:** No pre-proposal meeting will be conducted for the Solicitation.

Proposers shall rely on the information provided in this Solicitation and any addenda issued by the Purchasing Agent and are responsible for submitting questions in accordance with Section 1.19

- 1.6. City:** City of Grand Junction, Colorado refers to the City's Purchasing Division, which is administering this Solicitation on behalf of DDA.

- 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 of Grand Junction [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-5955-26-KF**

**Integrated Digital Platform and Website Modernization Services**

**Date/Time:**

**August 3, 2026, 1:00 p.m. (America/Denver)**

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

<https://meet.goto.com/901245989>

**Dial in using a phone:**

Access Code: 901-245-989

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

**Join using a video-conferencing room or system:**

Meeting ID: 901-245-989

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

Or dial directly: 901245989@67.217.95.2 or 67.217.95.2##901245989

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

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

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

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

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

- 1.11. Public Disclosure Record:** If the Proposer knows that any of its employees or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer shall disclose the name(s) of such individual(s) to the Purchasing Agent. The identified individual(s) shall file a Public Disclosure Record and/or Statement of Financial Interest, as required by applicable City policies or ordinances, before conducting business under any resulting Contract.
- 1.12. Collusion Clause:** By submitting a Proposal, each Proposer certifies that it has not engaged in any collusive action or activity that would violate applicable federal or state antitrust laws, rules, or regulations. Any Proposal determined to contain evidence of collusion may be rejected. DDA reserves the right, in accordance with the City of Grand Junction Procurement Policy, to reject any Proposal affected by such conduct and to take any other action permitted by applicable law.
- 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 consideration contingent upon the award of a Contract. If the Proposer breaches this certification, DDA reserves the right to reject

the Proposal, terminate any resulting Contract, and pursue any other remedies available under the Contract or applicable law.

**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 or DDA 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 Work:** 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 or DDA.
- 1.21. Acceptance of Proposal Content:** The Proposal selected by DDA, 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 and DDA, 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-juction>. 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. DDA 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 and DDA 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 Ownership:** All Proposals submitted in response to this Solicitation shall become the property of DDA upon receipt and will not be returned to the Proposer(s), except at the sole discretion of DDA and the City of Grand Junction, Colorado. Proposals submitted in response to this Solicitation shall be subject to applicable public disclosure laws and the City of Grand Junction Procurement Policy.

DDA reserves the unrestricted right to use any concepts, ideas, or adaptations contained in any Proposal submitted in response to this Solicitation. This right applies regardless of whether a Proposal is selected, rejected, or determined to be non-responsive, except where such use is expressly limited by properly designated and approved **Confidential Material** in accordance with Section 1.23.

The rejection, disqualification, or non-selection of a Proposal shall not limit or otherwise affect DDA’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 work described in this solicitation. At a minimum, the Proposer must:
- 1.26.1.** Demonstrate the ability to meet project schedules and contractual deadlines for services of similar scope and complexity. Proposers should submit documentation of comparable projects completed within the last two years, including:
    - 1.26.1.1.** 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 projects 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 Project, 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 service or work with the City until reinstated as a qualified Proposer.
- 1.28. Taxes:** DDA and the City are 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 Consultant 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 Consultant 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 legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this Solicitation, including compensation terms and compliance with all applicable contractual, legal, and ethical obligations.

If the Proposer's submission deviates in any way from the requirements of the Solicitation, such deviations shall be clearly identified and fully explained in the Proposal. Failure to do so will be deemed a waiver of the Proposer's right to request modifications to the Contract Terms and Conditions, except as explicitly identified in the Proposal and accepted by DDA.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of the **City of Grand Junction, Colorado**, acting on behalf of **Downtown Grand Junction (DDA)**, and the Consultant. By executing the Contract, the Consultant represents that it has carefully reviewed the Contract Documents and is fully informed of the requirements, conditions, objectives, and constraints under which the Services are to be performed. The Consultant further represents that it has exercised its professional judgment in developing its Proposal and has correlated its knowledge, experience, and expertise with the requirements of the Contract without reliance upon any omissions, inconsistencies, or ambiguities in the Contract Documents.

The Contract Documents are intended to be complementary and shall be construed accordingly. Services or requirements described in any portion of the Contract Documents shall be considered as though required by all applicable portions. The intent of the Contract is to provide all professional services, personnel, software configuration, implementation, project management, data migration, website migration, training, testing, documentation, support, and other resources reasonably necessary to successfully deliver the integrated digital platform modernization services described in the Contract, whether or not every incidental task or activity is expressly identified.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any governmental authority having jurisdiction, including applicable requirements of the City of Grand Junction, Colorado, in the performance of the Services. Unless expressly provided otherwise in the Contract Documents, the Consultant shall obtain and maintain, at its own expense, all licenses, permits, certifications, approvals, registrations, and other authorizations required to perform the Services.

The Consultant shall promptly notify the City in writing, upon becoming aware of any inconsistency or conflict between the Contract Documents and any applicable legal or regulatory requirement. Upon receiving such notice, the City will review the matter and provide appropriate direction consistent with the Contract Documents and applicable law.

- 2.4. Responsibility for Those Performing the Services:** The Consultant shall be solely responsible for the acts, omissions, performance, and supervision of its employees, subcontractors, consultants, agents, and any other individuals or entities engaged to perform Services under the Contract. The Consultant shall ensure that all personnel performing the Services possess the qualifications, experience, certifications, and technical expertise necessary to successfully perform its assigned responsibilities.

- 2.5. Payment & Completion:** As stated in the Contract, the Not-to-Exceed Contract Price represents the total amount payable by DDA for the Services performed under the Contract. Unless otherwise provided in the Contract Documents, payment shall be made based on the successful completion and acceptance of the applicable Services, deliverables, milestones, or other payment events identified in the Contract.

The Consultant shall submit detailed invoices describing the Services performed, deliverables completed, and the corresponding amounts due. All invoices shall be submitted in accordance with the Contract and shall be subject to review and approval by DDA's designated Project Manager prior to payment.

Final payment shall not constitute acceptance of defective or incomplete Services nor relieve the Consultant of any responsibility or obligation under the Contract.

All Services shall be performed in accordance with generally accepted professional standards applicable to digital strategy, technology consulting, software implementation, website migration, data migration, and related professional services. The Consultant shall ensure that all Services comply with the requirements of the

Contract Documents and all applicable federal, state, and local laws, regulations, and industry standards.

- 2.6. Protection of Persons and Property:** The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and lawful orders relating to the protection of persons, property, information, and other assets in the performance of the Services. The Consultant shall exercise reasonable care and implement appropriate safeguards to protect DDA personnel, City personnel, the public, facilities, equipment, data, information systems, and public and private property while performing the Services.

The Consultant shall be responsible for any damage, injury, or loss caused by the negligent acts or omissions of the Consultant, its employees, subcontractors, agents, or anyone for whom the Consultant is legally responsible. The Consultant shall promptly notify DDA and the City's Contract Administrator of any such incident and, to the extent required by the Contract or applicable law, shall promptly repair, restore, replace, or otherwise remedy the damage at its sole expense. If the Consultant fails to take appropriate corrective action within a reasonable time, DDA may take such action as necessary and recover its reasonable costs from the Consultant to the extent permitted by the Contract and applicable law.

- 2.7. Changes in the Services:** DDA 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, Contract Time, or both.

No change shall be deemed authorized, approved, or binding unless documented in a written Change Order executed by duly authorized representatives of the Parties. The Consultant shall not proceed with any change to the Services until the applicable Change Order has been fully executed, unless otherwise authorized in writing by DDA.

Adjustments to the Contract Price or Contract Time shall be made only in accordance with the Contract Documents. No claim for additional compensation or extension of Contract Time shall be valid unless authorized through an executed Change Order.

- 2.8. Minor Changes in the Services:** DDA may authorize minor changes to the Services that do not alter the Contract Price, extend the Contract Time, or conflict with the intent of the Contract Documents.

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

If any Services or deliverables fail to conform to the requirements of the Contract Documents, the Consultant shall, at no additional cost to DDA, promptly correct or reperform the nonconforming Services or revise the nonconforming deliverables to the satisfaction of DDA.

If the Consultant fails to correct or reperform the nonconforming Services or deliverables within a reasonable time after receiving written notice from DDA, DDA

may take appropriate corrective action and recover from the Consultant the reasonable costs incurred as a direct result of such failure, subject to the terms, conditions, and remedies set forth in the Contract.

- 2.10. Acceptance Not Waiver:** DDA's review, approval, or acceptance of any Services or deliverables, or any payment made under the Contract, shall not relieve the Consultant of its obligation to perform the Services in accordance with the Contract or to meet the applicable professional standards of care. No review, approval, acceptance, or payment shall be deemed a waiver of any rights or remedies available to DDA or the City under the Contract, nor shall it constitute a waiver of any claims arising out of or related to the performance of the Services.
- 2.11. 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 Consultant shall not sell, assign, transfer, delegate, or otherwise convey any interest in the Contract, in whole or in part, without the prior written consent of DDA.
- 2.13. Compliance with Laws:** The Consultant shall comply with all applicable federal, state, county, and municipal laws, statutes, codes, ordinances, regulations, and lawful orders, as well as applicable professional and ethical standards, governing the performance of the Services under the Contract.

The Consultant represents and warrants that it is qualified to perform the required Services and possesses all necessary authority, qualifications, certifications, licenses, registrations, experience, and professional expertise required to perform the Services. The Consultant shall maintain all required qualifications, certifications, licenses, registrations, and authorizations in good standing throughout the term of the Contract.

- 2.14. Debarment or Suspension:** The Consultant 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. The Consultant shall promptly notify DDA in writing if its status changes during the term of the Contract.
- 2.15. Confidentiality:** To the extent applicable to the performance of the Services, the Consultant shall maintain the confidentiality of all non-public information, data, records, documents, electronic information, and other materials disclosed by DDA or the City, or otherwise obtained in connection with the Contract, except as required by applicable law. The Consultant shall implement appropriate administrative, technical, and physical safeguards to protect such information from unauthorized access, use, disclosure, alteration, or destruction and shall ensure that its employees, subcontractors, agents, and representatives comply with these confidentiality obligations.

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

**2.16. Conflict of Interest:** The Consultant shall comply with all applicable federal, state, and local conflict of interest laws and regulations. No public official or employee of the City or DDA shall have any financial or personal interest, direct or indirect, in the Contract resulting from this Solicitation, except as permitted by applicable law. The Consultant shall promptly disclose any actual, potential, or perceived conflict of interest that may arise during the procurement process or the performance of the Services.

**2.17. Contract Termination:** The Contract shall remain in effect until the earliest of the following: (1) expiration of the Contract Term; (2) completion and final acceptance of the Services; or (3) termination in accordance with the terms of the Contract.

Either Party may terminate the Contract for convenience by providing the other Party with at least thirty (30) calendar days' prior written notice. The notice shall state the effective date of termination. Upon receipt of such notice, the Consultant shall discontinue Services as directed by DDA and shall take all reasonable steps to minimize additional costs.

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

**2.18.1.** The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a bona fide occupational qualification permitted by applicable law. The Consultant 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 Consultant shall state that the Consultant 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 Consultant certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Consultant shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

**Failure to Perform:** If the Consultant fails to perform the Services in accordance with the Contract, including failure to meet the Contract schedule, deliverables, quality standards, reporting requirements, project coordination obligations, or other Contract requirements, the City's Contract Administrator may provide written notice requiring

the Consultant to cure the deficiency within the time specified in the notice or as otherwise provided in the Contract.

If the Consultant fails to timely cure the deficiency, DDA may, in accordance with the Contract, obtain the required Services from another source or take such other corrective action as DDA determines to be appropriate. The Consultant shall be responsible for the reasonable additional costs incurred by DDA as a direct result of the Consultant's failure to perform, subject to the terms and limitations of the Contract.

If the Consultant's failure to perform materially affects the Project, compromises regulatory compliance, jeopardizes the security or integrity of DDA's systems or data, or otherwise materially impairs the successful delivery of the Services, DDA may suspend the affected Services, terminate the Contract, or exercise any other rights and remedies available under the Contract or applicable law.

**2.20. Failure to Enforce:** The failure of DDA or the City to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other right or remedy available under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude DDA or the City from enforcing any provision of the Contract later.

**2.21. Force Majeure:** Neither the Consultant nor DDA 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 an event beyond the affected Party's reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental actions, epidemics, pandemics, or other events that could not reasonably have been anticipated or avoided. This provision shall not apply where the Contract expressly provides otherwise.

The affected Party shall promptly notify the **City's Contract Administrator** in writing of the force majeure 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 event and resume performance as soon as reasonably practicable.

**2.22. Indemnification:** The Consultant shall defend, indemnify, and hold harmless DDA, the City, and each respective elected officials, board members, officers, employees, agents, insurers, and self-insurance pool, from and against any and all claims, demands, actions, suits, damages, losses, liabilities, judgments, costs, and expenses, including attorney fees, arising out of or resulting from the negligent acts, errors, omissions, or willful misconduct of the Consultant, its employees, agents, subcontractors, or anyone for whom the Consultant is legally responsible in the performance of the Contract.

The Consultant shall be responsible for satisfying any judgment, settlement, or other costs awarded against or incurred by DDA or the City because of such claims. This indemnification obligation shall survive the expiration or termination of the Contract.

**2.23. Independent Consultant:** The Consultant is and shall remain an independent consultant in all respects under the Contract. Neither the Consultant nor its

employees, agents, subcontractors, or representatives shall be deemed employees, agents, or representatives of DDA or the City for any purpose.

DDA and the City assume no liability for any negligent act, error, omission, misconduct, or other wrongful act of the Consultant, its employees, agents, subcontractors, or anyone acting on the Consultant's behalf. The Consultant shall be solely responsible for payment of all applicable federal, state, and local taxes, including income taxes, payroll taxes, unemployment taxes, Social Security contributions, and any other taxes, withholdings, or assessments required by law.

The Consultant shall not be entitled to any compensation, benefits, or privileges provided by DDA or the City to its respective officers or employees, including, but not limited to, health insurance, retirement benefits, paid leave, or workers' compensation coverage.

- 2.24. Services, Work Product and DDA Ownership:** All reports, plans, specifications, analyses, data, documentation, training materials, website content, software configurations, workflows, system configurations, deliverables, and other work product created, developed, or prepared by the Consultant specifically for DDA in connection with the Contract ("Work Product") shall become the sole and exclusive property of DDA upon creation and payment, whether delivered or not, except as otherwise expressly provided in the Contract.

Any custom-developed code, custom workflows, forms, templates, reports, scripts, integrations, APIs, configuration settings, documentation, or other custom-developed deliverables created specifically for DDA as part of this Project shall become the property of DDA upon final payment and shall be delivered to DDA in a usable format prior to final acceptance.

The Consultant retains ownership of its pre-existing intellectual property, proprietary methodologies, software, templates, tools, know-how, and other materials developed independently of this Contract. To the extent such pre-existing intellectual property is incorporated into the Work Product, the Consultant grants DDA a perpetual, non-exclusive, royalty-free license to use such intellectual property solely as necessary for DDA's use, operation, maintenance, and support of the Work Product.

All information, data, records, documents, and other materials provided to the Consultant by DDA, or the City shall remain the property of the respective owner and shall not be used, disclosed, distributed, or reproduced by the Consultant except as necessary to perform the Services or as otherwise authorized in writing.

- 2.25. Patents and Copyrights:** The Consultant 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.

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

- 2.26. 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.
- 2.27. 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 Consultant's proposal or other submitted materials, the City-issued documents shall govern.
- 2.28. Sovereign Immunity:** DDA and 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.
- 2.29. Public Funds and Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by DDA'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, DDA reserves the right to terminate the Contract without penalty or liability.
- 2.30. 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.
- 2.31. Default:** DDA reserves the right to terminate the Contract if the Consultant materially breaches any of its obligations under the Contract, including failure to perform the Services in a timely, competent, or professional manner; failure to comply with the Contract requirements, project schedule, deliverables, reporting obligations, or administrative procedures; or failure to comply with applicable laws, regulations, or the terms of the Contract.

Prior to termination, the City's Contract Administrator will provide the Consultant with written notice of the default and a reasonable opportunity to cure the deficiency, unless the default presents an immediate risk to public health or safety, the security or integrity of DDA's systems or data, or the continued performance of the Services.

If the Consultant fails to cure the default within the time specified in the notice, DDA may terminate the Contract, obtain substitute services from another source, or take any other action authorized by the Contract. The Consultant shall be responsible for the costs, damages, or losses incurred by DDA as a direct result of the Consultant's default, subject to the terms and limitations of the Contract.

The rights and remedies provided in this Section are cumulative and are in addition to any other rights or remedies available to DDA or the City under the Contract, at law, or in equity.

- 2.32. Piggyback:** Where permitted and appropriate, DDA and the City may authorize cooperative use of this Contract. The Contract resulting from this Solicitation is intended primarily for use by DDA. However, upon mutual written agreement between the awarded Consultant and one or more governmental entities, the Contract may be made available for use by such entities under the same specifications, terms, conditions, and pricing established in the original Contract.

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

It is expressly understood that neither DDA nor the City shall be a party to, or responsible for, any agreement entered into between the Consultant and another governmental entity pursuant to this provision. Neither DDA nor the City assumes any liability for the obligations, costs, damages, or performance of any participating governmental entity or the Consultant under such agreement.

- 2.33. 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.

**2.33.1. 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.

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

**2.33.3. 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.

**2.33.4. 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.

**2.33.5. DDA:** "DDA" means Downtown Grand Junction, a component unit of the City of Grand Junction, Colorado, acting through its Board of Directors and authorized representatives.

**2.33.6. 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 Consultant 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.

**2.33.7. 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.

- 2.33.8. 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.
- 2.33.9. 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.
- 2.33.10. 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.
- 2.33.11. 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 Consultant shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Consultant's performance of Services under the Contract.

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

The Consultant shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Consultant under the Contract. To ensure continuous coverage, the Consultant shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) **Commercial General Liability**

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

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

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

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

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

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

(c) **Cyber Liability Insurance**

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

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

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

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

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

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

(e) **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; and

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

The 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 Downtown Grand Junction (DDA), the City of Grand Junction, Colorado, its respective

elected and appointed Officials, Board members, officers, employees, agents, and volunteers as Additional Insureds for liability arising out of the Consultant's performance of the Services.

The Consultant's insurance shall be primary and noncontributory with respect to any insurance or self-insurance maintained by DDA or the City. Any insurance or self-insurance maintained by DDA or the City shall be excess of and shall not contribute with the Consultant's insurance.

### **3.2. ACCORD Certificate of Insurance**

Prior to commencing any Services, the Consultant shall provide ACCORD Certificates of Insurance evidencing all required coverages and endorsements. The Certificates shall:

- Reference the Solicitation title and number.
- Clearly identify all insurance carriers, policy numbers, coverage limits, and policy effective and expiration dates.
- Include copies of all endorsements required by the Contract, including Additional Insured and Waiver of Subrogation endorsements, where applicable.

The Consultant shall maintain the required insurance throughout the term of the Contract and shall provide updated Certificates of Insurance and applicable endorsements to the City's Purchasing Agent upon renewal, replacement, or material modification of any required policy.

Proof of insurance shall be submitted to and approved by the City prior to the commencement of any on-site Services, remote access to DDA or City systems, or any other Work performed under the Contract.

## **Section 4.0: Specifications and Scope of Services**

### **4.1. Overview of Downtown Grand Junction (DDA) and the Creative District**

DDA serves as the economic, cultural, and civic heart of the Grand Valley. Through collaborative partnerships, strategic investments, marketing initiatives, special events, and business support programs, DDA works to strengthen the downtown district as a vibrant destination for residents, visitors, businesses, and property owners.

The organization provides leadership in downtown revitalization, economic development, placemaking, and community engagement while supporting a diverse mix of retail, dining, arts, entertainment, professional services, and public spaces. Downtown GJ regularly coordinates public events, promotional campaigns, business recruitment and retention efforts, and communications that enhance the vitality and long-term sustainability of the downtown district.

The Downtown Grand Junction Creative District is a Colorado Certified Creative District that celebrates and promotes the area's rich arts, culture, history, and creative

economy. The Creative District works collaboratively with artists, cultural organizations, businesses, educational institutions, and community partners to foster creative experiences, public art, cultural programming, and economic opportunities throughout downtown.

Together, DDA and the Creative District engage with a broad range of stakeholders, including residents, visitors, business owners, property owners, community organizations, volunteers, event participants, sponsors, donors, and public agency partners. These activities require effective management of customer and stakeholder relationships, communications, events, memberships, sponsorships, volunteer coordination, reporting, and digital engagement.

#### Existing Digital Environment

Downtown Grand Junction currently maintains two public-facing websites:

- [www.downtowngj.org](http://www.downtowngj.org) primary website supporting downtown business recruitment, economic development, events, parking, visitor information, and DDA operations.
- [www.gjcreates.org](http://www.gjcreates.org) — website supporting the Downtown Grand Junction Creative District with an emphasis on arts, culture, public art, and creative placemaking.

Both websites currently operate on the WordPress platform and are managed by Downtown Grand Junction staff.

To support these objectives, DDA is undertaking a comprehensive digital modernization initiative to replace fragmented technology systems with an integrated digital platform that improves operational efficiency, strengthens stakeholder engagement, enhances data-driven decision-making, and provides a scalable foundation for future growth.

**4.2. Introduction:** DDA is seeking qualifications from experienced firms to lead a comprehensive digital modernization initiative. This effort will unify website management, CRM, communications, data, reporting, and operational workflows into a cohesive, scalable platform. The selected firm will provide strategic planning, solution design, implementation, data migration, website modernization, training, and post-implementation support.

**4.3. Project Background:** Downtown Grand Junction and the Creative District currently operate across multiple platforms with limited integration. This initiative aims to replace fragmented tools and manual processes with a unified system that improves data organization, communication, reporting, operational efficiency, and long-term scalability. The existing website is currently hosted on the WordPress platform and is supported by multiple disconnected software applications, manual processes, and databases that limit operational efficiency and reporting.

The current websites utilize numerous WordPress plugins and third-party applications supporting forms, event calendars, business directories, mapping, communications, and other functionality. DDA desires a more integrated, maintainable, and scalable

platform that reduces reliance on disconnected systems while improving administration, reporting, stakeholder engagement, and future growth.

**Current Environment Summary**

<b>Item</b>	<b>Current Environment (Approximate)</b>
Public websites	2 (DowntownGJ.org and GJCreates.org)
CMS	WordPress
Full-time staff	4
Part-time staff	1
Website users	5 (2 Administrators, 3 Content Editors)
Downtown website	132 pages
Event listings	134
Business listings	445
Media library	774 items
Creative District website	Smaller companion website focused on arts and culture

**4.4. Project Objectives:** The objective of this Project is to modernize DDA's digital environment by implementing an integrated, scalable, and user-friendly platform that improves operational efficiency, stakeholder engagement, data management, and long-term organizational sustainability. At a minimum, the Project is intended to:

- Modernize DDA's website and digital presence.
- Improve the user experience for residents, visitors, businesses, property owners, and other stakeholders.
- Enhance accessibility and ensure compliance with applicable accessibility standards, including Colorado HB21-1110 and WCAG Level AA.
- Implement a centralized Customer Relationship Management (CRM) solution.
- Improve data quality, organization, reporting, and analytics.
- Automate business processes and routine workflows.
- Strengthen stakeholder engagement and communications.
- Reduce duplicate data entry and eliminate redundant systems.
- Improve operational efficiency through integrated business applications.
- Provide a secure, scalable, and maintainable digital platform that supports future organizational growth.
- Enable future integration of artificial intelligence (AI), workflow automation, and emerging technologies.
- Provide DDA staff with intuitive administrative tools, documentation, and training to effectively manage and maintain the platform following implementation.

**4.5. Scope of Services and Minimum Requirements**

**4.5.1. Phase I – Project Discovery, Assessment, and Digital Strategy**

DDA's existing website is currently hosted on the WordPress platform. The Consultant shall evaluate DDA's existing digital environment, including the website, content management system (CMS), CRM, databases, software applications, workflows, communications, reporting processes, and other digital assets. The Consultant shall develop a comprehensive digital modernization strategy and implementation roadmap that aligns with DDA's operational goals and long-term objective.

At a minimum, the Consultant shall:

- Evaluate the existing WordPress website, CMS, plugins, integrations, content structure, and overall functionality.
- Inventory all existing website pages, media assets, forms, business listings, event listings, plugins, and integrations.
- Evaluate the current information architecture, navigation, and user experience.
- Review website performance, search engine optimization (SEO), accessibility, and security.
- Assess opportunities to consolidate or simplify existing functionality.
- Review DDA's existing CRM, databases, software applications, workflows, communications, reporting processes, and other digital assets.
- Meet with DDA staff and key stakeholders to understand business processes, operational goals, challenges, and future needs.
- Identify current system limitations, redundancies, risks, and opportunities for improvement.
- Assess existing website content and recommend content to retain, archive, update, or remove.
- Evaluate existing third-party integrations and identify integration requirements.
- Recommend whether the existing website platform should be retained, optimized, or migrated to a different CMS based on DDA's current and future business needs.
- Develop recommendations for a unified digital ecosystem, including CRM, website, communications, reporting, workflow automation, and future AI readiness.
- Prepare a comprehensive implementation roadmap identifying project phases, priorities, milestones, dependencies, schedule, and recommended sequencing.
- Inventory all existing software licenses, subscriptions, third-party applications, APIs, and integrations.

#### **4.5.2. Phase 2 – Platform Setup and CRM Implementation**

The Consultant shall configure, implement, and deploy the proposed digital platform, including the CRM and related technologies necessary to support DDA's operational, marketing, communication, reporting, and customer engagement objectives.

#### **4.5.2.1. Platform Selection and Solution Design**

The Proposal shall clearly identify the recommended technology solution and explain why it best meets DDA's current and future business needs. At a minimum, the Proposal shall address:

- Recommended CRM platform, licensing model, and hosting environment.
- Recommended website platform and Content Management System (CMS), if applicable.
- Required third-party software, applications, integrations, and APIs.
- Overall system architecture and solution design.
- Data architecture, storage, and data management strategy.
- User authentication, security controls, and administrative permissions, including:
  - Authentication methods.
  - Multi-factor authentication (MFA), if supported.
  - Role-based security and user permissions.
  - Audit logs and activity tracking.
  - Data backup and recovery capabilities.
  - Disaster recovery and business continuity.
  - Password management and security policies.
- Scalability and future expansion capabilities.
- Artificial Intelligence (AI) readiness and workflow automation opportunities.
- Compliance with accessibility requirements, applicable industry standards, and data security best practices.
- Proposed implementation methodology, project assumptions, dependencies, and identified risks.

#### **4.5.2.2. CRM Configuration and Implementation**

The Consultant shall configure and implement a centralized CRM solution designed to support DDA's operations and stakeholder engagement. At a minimum, the Proposal shall address:

- CRM configuration and customization.
- Contact management and segmentation.
- Constituent database management.
- Business directory management.
- Property owner and stakeholder database management.
- Event participant registration and tracking.
- Volunteer management.
- Sponsor and partner relationship management.
- Donor and fundraising support (if applicable).

- Mailing lists, subscription management, and communication preferences.
- Workflow automation and business process improvements.
- User roles, permissions, and security settings.
- Dashboard development and reporting capabilities.
- Standard and custom reporting functionality.
- Business directory management.
- Newsletter subscriber management.
- Downtown stakeholder database.
- Property owner database.
- Event participant management.
- Grant applicant tracking.
- Volunteer management.
- Call-for-art applicant management.

#### **4.5.3. Phase 3 – Website Modernization, Migration and Digital Experience**

The Consultant shall modernize, migrate, and implement DDA's website and related digital services to provide a secure, accessible, user-friendly, and scalable online experience that supports DDA's operational and stakeholder engagement objectives.

The Consultant shall ensure that the redesigned websites reflect and maintain the distinct visual identities of Downtown Grand Junction and GJ Creates. Website design, typography, color palettes, imagery, graphic elements, and other visual components shall be consistent with the applicable Downtown GJ and GJ Creates brand and style guidelines. As part of the design process, the Consultant may recommend refinements or expansions to the existing style guidelines to support consistent use across the websites and other digital communications. Any proposed modifications shall be subject to DDA approval.

- Incorporate the Downtown GJ and GJ Creates brand and style guidelines while maintaining a cohesive relationship between the two websites and preserving each organization's distinct identity. DDA will provide the applicable brand and style guidelines to the selected Consultant following Contract award.
- Migrate existing website content, media, documents, and digital assets.
- Design and implement a responsive, mobile-friendly website.
- Configure the content management system (CMS).
- Develop user-friendly administrative editing tools.
- Implement business directory functionality.
- Implement event calendar functionality.
- Configure online forms and interactive features.
- Configure mapping and location services.
- Implement site search functionality.
- Ensure accessibility compliance throughout the website.

- Dynamic homepage supporting promotional campaigns and seasonal content.
- Downtown Business Improvement District (BID) business directory.
- Interactive business map.
- Gift card purchasing functionality.
- Event calendar with public event submission capability.
- DDA/BID business resource center including board information, meetings, and district resources.
- Parking information.
- Public art directory and mapping.
- Frequently Asked Questions (FAQ).
- Blog/news functionality.
- Video and photo galleries showcasing downtown activities.
- Administrative tools allowing authorized DDA staff to create, edit, publish, and archive website content without requiring software development expertise.
- Design and optimize the website to meet current industry's best practices for website performance, page load speed, mobile responsiveness, and overall user experience.

#### **4.5.3.1. Data Migration, Communications, and Reporting**

The Consultant shall develop and execute a comprehensive data migration and implementation plan. At a minimum, the Proposal shall address:

- Data inventory and assessment.
- Migration of existing CRM, website, and contact data.
- Data mapping and transformation.
- Data cleansing, deduplication, validation, and quality assurance.
- Migration testing and verification.
- Final production migration and implementation.
- Rollback and recovery procedures.
- Reporting framework and dashboard implementation.
- Online forms and digital workflows.
- Email communications and subscription management.
- Communication tracking and constituent engagement tools.
- Integration of communications, reporting, and workflow automation into a unified platform.
- Migration of business directory records.
- Migration of event calendar content.
- Migration of website media library.
- Migration of forms and historical submissions, where applicable.
- Preserve existing Search Engine Optimization (SEO) to the greatest extent practicable, including page metadata, page titles, meta

descriptions, URL redirects, XML sitemaps, structured data (if applicable), and search engine indexing.

#### **4.5.3.2. Integration Requirements**

The Proposal shall describe the Consultant's recommended integration strategy and identify all existing and proposed system integrations necessary to support DDA's current and future operational, marketing, communication, reporting, and stakeholder engagement needs.

The Consultant shall identify any software, subscriptions, connectors, middleware, or third-party services required to support the proposed integrations, including any associated licensing or recurring costs.

At a minimum, the Proposal shall address:

- Email marketing and communication platforms.
- Social media platforms.
- Payment processing systems.
- Event management and registration software.
- Geographic Information System (GIS) integration, if applicable.
- Microsoft 365 integration.
- Google Workspace integration.
- Application Programming Interfaces (APIs) and available API capabilities.
- Integration with third-party software and cloud-based applications.
- Data synchronization and real-time or scheduled data exchange between systems.
- Single Sign-On (SSO) and user authentication, if supported.
- Any additional integrations recommended by the Consultant to improve operational efficiency and user experience.
- Gift card purchasing platform.
- Newsletter and email marketing platform.
- SMS communication platform, if implemented.
- Mapping services.
- Credit card/payment gateway.

#### **4.5.3.3. Reporting and Analytics**

The Proposal shall describe the reporting and analytics capabilities of the proposed solution. At a minimum, the Proposal shall address:

- Executive dashboards.
- CRM reporting and analytics.
- Migration, implementation, or configuration of Google Analytics 4 (GA4), or an equivalent analytics platform, including preservation of historical analytics data where feasible.

- Campaign and communication analytics.
- User activity and engagement reporting.
- Custom report development and report builder capabilities.
- Data export and reporting integration capabilities.
- Real-time dashboards and key performance indicators (KPIs), if available.
- Configuration or transition of Google Search Console, Bing Webmaster Tools, or equivalent search indexing services, if applicable.
- Ability to track website goals, conversions, event registrations, gift card purchases, newsletter subscriptions, and other key performance metrics.

#### **4.5.3.4. Website Features and Functionality**

The Proposal shall describe how the proposed solution will support DDA's required website functionality. At a minimum, address:

- Business directory management.
- Interactive maps.
- Event calendar.
- Event submission.
- Gift card purchasing.
- Online forms.
- Grant applications.
- Call for Art submissions.
- Vendor applications.
- Blog/news management.
- Multimedia content.
- Search functionality.
- Information requests.
- Host dynamic video and photo content showcasing the vibrancy of downtown.
- Search Engine Optimization (SEO), including metadata management, redirects, XML sitemap generation, and search engine indexing support
- Accessibility.
- Administrative editing tools.
- Mobile responsiveness.

#### **4.5.4. Phase 4 - Training, Go-Live, and Post-Implementation Support**

The Consultant shall provide comprehensive training, support DDA through implementation and go-live, and provide post-implementation support to ensure a successful transition to the new digital platform and long-term operational success.

##### **4.5.4.1. Training and Knowledge Transfer**

- Administrator, Power User, End User, and General User training.
- Written documentation.
- Recorded training.
- User manuals.
- Knowledge transfer.

#### 4.5.4.2. Testing and Go-Live

- Testing plan.
- User Acceptance Testing.
- Go-live plan.
- Cutover plan.
- Hypercare support.
- Issue tracking.

#### 4.5.4.3. Warranty and Post-Implementation Support

Following successful implementation and final acceptance of the Project, the Consultant shall provide post-implementation support and describe the services available during the warranty period and any optional ongoing support services. At a minimum, the Proposal shall address:

- Technical support.
- Bug fixes and defect resolution.
- Software updates and security patches, where applicable.
- Warranty support.
- Optional maintenance and enhancement services.
- Ongoing consulting and technical assistance.
- Service response times, escalation procedures, and support hours.

The Consultant shall provide a minimum **ninety (90) day warranty period** following final acceptance of the Project. During the warranty period, the Consultant shall promptly correct implementation defects, configuration errors, software integration issues, and other deficiencies attributable to the Consultant's Services at **no additional cost to DDA**.

The Proposal shall describe the Consultant's warranty coverage, response times, support procedures, exclusions, and escalation process. The required warranty period shall be separate from, and shall not be contingent upon, any optional post-implementation support, maintenance, or renewal services that may be offered by the Consultant.

#### 4.5.5. Optional Services

Proposers are welcome to include value-added services such as:

- AI implementation.

- Additional automations.
- Managed services.
- Marketing integrations.
- Future phases.

#### 4.5.6. Proposer Recommendations

The Scope of Services is intended to identify DDA's minimum requirements. Proposers are encouraged to recommend alternative approaches, additional functionality, implementation strategies, or value-added services that, in the Proposer's professional judgment, would improve the overall success of the Project. Any recommended enhancements shall be clearly identified as optional and separately described in the Proposal.

- 4.6. Project Schedule:** The Proposer shall provide a detailed project schedule identifying key milestones, deliverables, dependencies, and anticipated completion dates. DDA intends to begin Services immediately following Contract award and desires to achieve substantial completion of the integrated digital platform implementation, including website deployment, by approximately **October–November 2026** to support holiday promotions, downtown events, increased business activity, gift card sales, and seasonal customer engagement. Proposers shall identify any assumptions, dependencies, risks, or required participation by DDA staff that could affect the proposed implementation schedule and shall identify any critical path activities necessary to achieve the desired go-live timeframe.

#### 4.7. Special Conditions and Provisions:

- 4.7.1. Questions Regarding the Solicitation Process or the Scope of Services:** All questions regarding this Solicitation shall be directed at:

Kathleen Franklin  
 Purchasing Agent  
 City of Grand Junction, Colorado Purchasing Division  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

- 4.7.2. Budget:** DDA has established funding for this Project but is not disclosing the available budget as part of this Solicitation. Proposers shall submit its best technical solution and most competitive pricing based on the Scope of Services and requirements of this RFP. DDA reserves the right to negotiate the final scope, schedule, and Contract Price with the selected Proposer to align with available funding.
- 4.7.3. Key Staff Reassignment:** Key Personnel identified in the Proposal shall remain assigned to the Project unless DDA provides prior written approval for a replacement. If a change in Key Personnel becomes necessary, the Consultant shall promptly notify DDA in writing and propose replacement personnel with qualifications, experience, and expertise substantially equivalent to or greater than those of the individual being replaced. No replacement shall be made without DDA's prior written approval.

**4.7.4. DDA Staff Coordination and Deliverable Review:** The Consultant shall work closely with DDA's designated Project Manager and other designated DDA and City personnel throughout the Project. The Consultant shall identify the anticipated level of participation required from DDA personnel, including meetings, workshops, interviews, discovery sessions, review periods, testing, training, decision-making, and acceptance of deliverables.

DDA staff are experienced website content editors and administrators but are not website developers. The proposed solution should enable authorized DDA staff to perform routine website administration, including creating and updating pages, managing business listings, publishing events, updating content, and maintaining other day-to-day website functions without requiring vendor assistance or custom programming.

The Proposal shall clearly identify:

- The anticipated time commitment and responsibilities of DDA personnel throughout each phase of the Project.
- Information, documentation, data, or other resources required from DDA.
- Estimated review and approval timeframes necessary to maintain the proposed implementation schedule.
- Any assumptions regarding DDA staff availability, participation, or decision-making.

The Consultant shall provide complete, accurate, and professionally prepared deliverables suitable for review and acceptance. If revisions are required due to incomplete, inaccurate, or deficient deliverables prepared by the Consultant, such revisions shall be made promptly and at no additional cost to DDA.

**4.7.5. Price Proposal Requirements:** The Proposer shall submit a **Detailed Price Proposal in addition to the completed Solicitation Response Form provided in Section 7.0.** The total Not-to-Exceed Contract Price identified in the Detailed Price Proposal shall exactly match the total Not-to-Exceed Contract Price submitted on the Solicitation Response Form.

The Detailed Price Proposal shall clearly identify all costs associated with the successful completion of the Project and shall, at a minimum, include the following:

- Project discovery, planning, and implementation strategy.
- Project management and coordination.
- CRM implementation, configuration, and integration services.
- Website migration, configuration, design, testing, and deployment.
- Data migration, validation, and quality assurance.
- Workflow automation, reporting, dashboards, and related configuration.
- System testing, user acceptance testing, and implementation support.
- Training, documentation, knowledge transfer, and post-implementation support.
- Travel, lodging, mileage, shipping, and any other reimbursable expenses.

- Any optional services, assumptions, exclusions, or contingencies.
- A breakdown of labor categories and estimated hours, hourly rates (if applicable), and extended costs, or other pricing methodology sufficient to demonstrate how the proposed Contract Price was developed.

If software licensing, subscriptions, hosting, managed services, maintenance, or other recurring costs are proposed, they shall be identified separately from the implementation costs and shall include:

- Annual software licensing fees.
- Annual hosting fees.
- Annual maintenance and technical support fees.
- Annual managed services (if applicable).
- Any optional recurring services.
- The proposed renewal pricing for each optional one-year renewal term which shall run with the annual fiscal calendar year.

The proposed **Not-to-Exceed Contract Price** shall include all labor, materials, software configuration, equipment, travel, meetings, documentation, testing, training, project management, implementation services, and all other costs necessary to successfully complete the Scope of Services.

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

DDA reserves the right to request clarification or additional pricing information during the evaluation or negotiation process. All pricing submitted in response to this Solicitation shall be subject to negotiation by DDA.

- 4.7.6. Not-to-Exceed Contract Price:** The Consultant shall perform all Services within the Not-to-Exceed Contract Price established in the Contract. The Consultant is responsible for managing its personnel, resources, schedule, and costs to complete the Services within the authorized Contract Price.

DDA shall not be obligated to pay any amount in excess of the authorized Not-to-Exceed Contract Price unless such increase is approved in advance through a written Contract Amendment or Change Order executed by the authorized representatives of the Parties.

The Consultant acknowledges that the Not-to-Exceed Contract Price is based upon successful completion of the Scope of Services and required deliverables, and not solely upon estimated labor hours or level of effort. Underestimation of the effort required to complete the Services shall not entitle the Consultant to additional compensation.

- 4.7.7. Contract:** A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and

(4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

**4.7.7.1.** 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.

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

**4.8. Project Manager:** DDA's designated Project Manager, or designee, shall serve as the primary point of contact for the technical administration of the Contract and shall be responsible for coordinating the Project, reviewing deliverables, managing day-to-day communications, and recommending acceptance of Services in accordance with the Contract.

During the performance of the Contract, all technical submittals, deliverables, project correspondence, and other communications relating to the Services shall be directed to DDA's designated Project Manager, unless otherwise directed in writing.

DDA Project Manager:

Brandon Stam  
Downtown Director  
Downtown Grand Junction  
101 S 3rd St Ste 100  
Grand Junction, CO 81501-2410

**4.9. Contract Administrator:** The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of amendments, modifications, and formal interpretation of the Contract. All contractual inquiries shall be directed at:

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

The Contract Administrator serves as the City's primary point of contact for contract administration. This Contract Administrator is authorized to act on behalf of the City

only with respect to contractual matters and does not have authority over technical direction, operational oversight, or acceptance of Services or deliverables.

Technical oversight, day-to-day coordination, and acceptance of Services shall be the responsibility of DDA's designated Project Manager.

**4.10. Contract Term and Renewal:** The Contract shall become effective upon full execution by the Parties. Services are anticipated to commence immediately following Contract execution. The initial implementation period shall continue until DDA has accepted the final implementation deliverables, including completion of training and successful system go-live of the production system, unless earlier terminated in accordance with the Contract.

The Consultant shall not register domains, hosting accounts, software subscriptions, or third-party services in the Consultant's name unless expressly authorized in writing by DDA.

Software licenses, subscriptions, domain registrations, hosting accounts, DNS management, SSL certificates, Application Programming Interfaces (APIs), and third-party services procured specifically for this Project shall be established in DDA's name whenever commercially available. Upon completion of implementation, DDA shall retain administrative ownership and control of all production systems, accounts, credentials, licenses, configuration settings, and documentation necessary to administer, maintain, and operate the implemented solution.

Prior to final acceptance of the Project, the Consultant shall provide DDA with all administrative credentials, passwords, encryption keys, API keys, DNS records, system documentation, configuration information, and other information reasonably necessary for DDA to independently administer, maintain, and operate the implemented solution.

Administrative access shall include analytics platforms, tag management systems, search console accounts, social media integrations, and all other accounts established for the Project.

Following completion of the implementation, DDA may, at its sole discretion, renew the Contract for ongoing technical support, maintenance, troubleshooting, knowledge transfer, software updates (if applicable), and other limited post-implementation professional services for up to three (3) additional one-year terms, subject to:

- Mutual written agreement of DDA and the Consultant.
- Satisfactory performance of the Consultant, as determined by DDA.
- Annual appropriation of funds.

Each renewal term shall be governed by the same terms, conditions, specifications, and requirements of the original Contract unless modified by a written amendment executed by the Parties.

Each renewal shall be administered by the City of Grand Junction Contract Administrator on behalf of DDA. To satisfy the City's financial and procurement

system requirements, the City may assign a new Contract number and/or Purchase Order for each renewal term. Such administrative actions shall not modify the terms, conditions, pricing, scope of services, or obligations of the Contract unless expressly set forth in a written amendment executed by the Parties.

Upon expiration or termination of the Contract, the Consultant shall cooperate in the orderly transition of Services, including the timely transfer of administrative access, DDA-owned data, documentation, configuration information, and other Project materials necessary to avoid interruption of DDA's operations.

**4.11. Attachments**

There are no attachments associated with this Solicitation.

**4.12. Tentative Calendar of Events**

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	July 10, 2026
Inquiry deadline No questions are accepted after the close of business on this date	July 22, 2026, before 5:00 p.m.
Final Addendum Issued (if applicable)	July 24, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	August 3, 2026, before 1:00 p.m. MDT
Evaluation of proposals Internal review by DDA-appointed committee	August 3-7, 2026
Interviews (if required)	August 18, 2026, only
Contract Award and Execution Subject to completion of evaluations, interviews (if conducted), successful negotiations, new supplier registration, and DDA Board approval.	August 28, 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 Proposal.
  - Technical assistance must be requested directly from BidNet® at (800) 835-4603 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, 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
- The completed Solicitation Response Form (Section 7.0)

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

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### **5.3. Cover Letter**

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

- A summary of the Proposer's experience and capacity to successfully perform the required Services.
- A brief statement describing why the Proposer is uniquely qualified to successfully deliver the integrated digital platform modernization services requested by DDA.
- A statement confirming the Proposer's ability to meet the proposed implementation schedule.
- The name and contact information of the Proposer's primary point of contact. Identification of the individual(s) authorized to bind the Proposer.
- The signature, printed name, and title of a duly authorized representative.

Submission of a Proposal constitutes the Proposer's certification that it has reviewed and agrees to comply with all requirements, terms, and conditions of the Solicitation.

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### **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 form shall be returned. The remainder of the Solicitation document shall not be resubmitted in its entirety.

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

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

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### **5.5. Detailed Price Proposal**

Proposers shall submit a Detailed Price Proposal consistent with the requirements of Section 4.7.5. The pricing proposal shall clearly identify all implementation costs, recurring licensing, hosting, maintenance, and subscription costs, software costs, optional services, assumptions, exclusions, and any other fees associated with the proposed solution.

The Total Not-to-Exceed Amount entered on the Solicitation Response Form shall exactly match the Total Not-to-Exceed Amount contained in the Detailed Price Proposal.

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## 5.6. Proposal Assumptions

The Proposal shall identify all assumptions upon which the proposed pricing, schedule, staffing, implementation approach, and recommended solution are based. Failure to disclose assumptions may result in DDA interpreting the Proposal as including all work reasonably necessary to complete the Scope of Services.

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## 5.7. Qualifications & Relevant Experience, Project Team, and References

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

- **Relevant Experience:** Demonstrated experience providing professional consulting, digital modernization, website modernization, CRM implementation, and related technology services comparable in scope, complexity, and size to the Services described in this Solicitation. Experience serving downtown development authorities, municipalities, public-sector entities, nonprofit organizations, or similar organizations is preferred.
- **Project Team and Key Personnel:** Identify the proposed Project Manager, Key Personnel, and any subcontractors assigned to the Project. Include each individual's proposed role, responsibilities, qualifications, relevant experience, certifications, office location (if applicable), and anticipated level of involvement throughout the Project.
- **Team Experience and Collaboration:** Describe the proposed team's experience working together on projects of similar scope and complexity, including project coordination, communication practices, quality assurance procedures, and each team member's responsibilities.
- **Project Organization:** Provide an organizational chart or narrative describing the project team structure, reporting relationships, lines of communication, and the roles and responsibilities of all team members and subcontractors.
- **Relevant Project Experience:** Describe the Proposer's experience successfully completing projects involving:
  - Digital modernization and transformation initiatives.
  - Customer Relationship Management (CRM) implementation and configuration.

- Website modernization, migration, and Content Management System (CMS) implementation.
- Data migration, integration, and data management.
- Workflow automation and business process improvements.
- Public-sector, downtown development, economic development, nonprofit, or stakeholder engagement organizations.
- The proposed CRM, CMS, and other software platforms recommended for this Project.
- **References:** Provide a minimum of three (3) client references for projects completed within the past five (5) years that are similar in scope, complexity, and size to the Services described in this Solicitation.

For each referenced project, provide:

- Client name and organization.
- Reference contact name, title, phone number, and email address.
- Brief project description and scope of Services performed.
- Software platform(s) implemented.
- Key Personnel assigned to the Project.
- Contract value.
- Project start date and completion date.
- Description of significant project challenges and how they were successfully addressed.

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

## **5.8. Digital Modernization, Technical Approach and Implementation Plan**

The Proposal shall describe the Consultant's comprehensive approach for successfully delivering the integrated digital platform modernization services described in Section 4.0. The implementation plan shall demonstrate the Consultant's understanding of DDA's objectives and present a logical, phased approach for completing the Project from discovery through implementation, training, and post-implementation support.

At a minimum, the Proposal shall address:

- Discovery and assessment methodology.
- Project management methodology and communication plan.
- Platform selection and solution design.
- CRM implementation strategy.
- Website modernization and migration strategy.
- Data migration, validation, and quality assurance strategy.
- Integration strategy for existing and proposed software platforms.

- Change management and organizational adoption approach.
- Training and knowledge transfer plan.
- Testing, quality assurance, and user acceptance testing (UAT) methodology.
- Go-live, deployment, and cutover strategy.
- Post-implementation support and warranty services.
- Proposed project schedule, including key milestones, deliverables, dependencies, and anticipated completion dates.
- Project risks, assumptions, dependencies, and proposed mitigation strategies.
- Recommended optional services, enhancements, or value-added features that would improve the overall success of the Project.

The Proposal shall clearly demonstrate the Consultant's understanding of DDA's operational needs, technical requirements, and long-term objectives, and illustrate the Consultant's ability to successfully implement a secure, scalable, accessible, and sustainable digital platform.

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### **5.9. Legal Proceedings/Litigation**

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

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

For each case, provide:

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

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

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### **5.10. Optional Value-Added Services**

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

- AI enhancements
- Additional automations
- Future modules
- Managed services
- Optional integrations
- Other recommendations

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

## Section 6.0. Evaluation Criteria and Factors

### 6.1. Overview

An evaluation committee appointed by **DDA** will review and evaluate all Proposals received in response to this RFP. Proposals will be evaluated based on the Proposer's demonstrated understanding of the DDA's objectives, qualifications and relevant experience, proposed digital modernization strategy, technical solution, implementation approach, responsiveness to the requirements of this RFP, and overall value to the DDA.

The evaluation process is intended to identify the Proposal that best meets the DDA's operational, technical, and strategic objectives as set forth in this RFP.

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### 6.2. Evaluation Summary

Proposals will be evaluated and ranked in accordance with the evaluation criteria and weightings identified in this Section. In conducting its evaluation, the DDA reserves the right to:

- Accept or reject any Proposal, in whole or in part.
- Waive informalities or minor irregularities in Proposals.
- Consider the Proposer's experience and past performance on projects of similar size, scope, and complexity.
- Request clarifications or additional information from one or more Proposers.
- Conduct interviews, demonstrations, or discussions with short-listed Proposers, if determined to be in the best interest of the DDA.
- Make an award, if any, to the Proposer whose Proposal is determined to provide the best overall value to the DDA.

Where applicable, the DDA may evaluate proposed pricing, fee structures, recurring costs, and overall cost of ownership in conjunction with the qualitative evaluation criteria to determine the Proposal that provides the best overall value. The DDA's determination of best value and any resulting award shall be made at its sole discretion.

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### 6.3. Scoring Criteria

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

- 1 represents an unsatisfactory response that fails to meet the requirements of this RFP.

- 10 represents an exceptional response that fully meets or exceeds the requirements of this RFP.

Each qualitative score will be multiplied by its respective weighting to determine a weighted category score. The sum of the weighted category scores will constitute each Proposer's total qualitative score.

To promote fairness and consistency, the DDA may apply a score normalization method. Under this method, the highest total qualitative score will establish the benchmark and receive the maximum available qualitative points. All other Proposers' qualitative scores may be proportionally adjusted relative to that benchmark prior to calculating the final evaluation scores.

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

<b>Evaluation Category</b>	<b>Weight</b>	<b>Description</b>
Responsiveness to RFP Requirements	5%	Completeness, organization, clarity, and compliance with all RFP instructions, submission requirements, and required formats.
Understanding of DDA Objectives	20%	Demonstrated understanding of DDA, the Creative District, the current digital environment, organizational goals, operational challenges, and the desired outcomes of the digital platform modernization initiative.
Qualifications & Relevant Experience, and Project Team	20%	Relevant experience providing digital modernization, CRM implementation, website migration, and technology consulting services of similar size and complexity. Includes qualifications and experience of the proposed project manager and key personnel, organizational capacity, and client references.
Digital Modernization, Technical Approach and Implementation Plan	25%	Quality, feasibility, and completeness of the proposed approach, including discovery, strategic planning, implementation methodology, project management, schedule, change management, stakeholder engagement, data migration, training, quality assurance, and risk management.
Technical Solution and Digital Platform Approach	20%	Demonstrated ability of the proposed solution to provide an integrated digital

		platform, including Customer Relationship Management (CRM), website migration, communications, data integration, workflow automation, reporting, digital engagement capabilities, accessibility compliance, scalability, cybersecurity, and future AI-enabled capabilities.
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The DDA may consider innovative approaches, optional services, value-added capabilities, and other enhancements that further the objectives of this RFP as part of the qualitative evaluation. The inclusion or omission of such optional elements shall not, by itself, render a Proposal non-responsive unless expressly required by this RFP.

### 6.3.2. Score Normalization Method

Following completion of the individual evaluations, the DDA 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 receive the maximum available qualitative points. All other Proposers' qualitative scores may be proportionally adjusted relative to that benchmark using the same ratio.

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

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

The Fee or Pricing Proposal will account for ten percent (10%) of the total evaluation score. Pricing will be evaluated using a formula-based method based on the Proposer's **Total Not-to-Exceed Amount for Professional Services**, as submitted on the Solicitation Response Form.

The formula for scoring shall be:

$$(\text{Lowest Not-to-Exceed Cost} \div \text{Proposer's Not-to-Exceed Cost}) \times \text{Maximum Fee Points} = \text{Weighted Fee Score}$$

The Proposer submitting the lowest evaluated Total Not-to-Exceed Amount for Professional Services will receive the maximum available points for this criterion. All other Proposers will receive proportionally fewer points based on the above formula.

DDA recognizes that digital platform modernization projects may include recurring software licensing, hosting, subscription, maintenance, support, or managed services costs. Accordingly:

- The Total Not-to-Exceed Amount for Professional Services shall be used for the formula-based pricing evaluation.
- Proposed recurring costs, including software licensing, hosting, maintenance, subscriptions, and optional managed services, will not be included in the mathematical pricing formula, but will be evaluated as part of the overall value offered to the DDA, the long-term total cost of ownership, and any subsequent contract negotiations.

To receive full consideration, pricing must be:

- Complete, transparent, and consistent with the Scope of Services.
- Clearly identify all implementation costs and any recurring or optional costs.
- Reasonable, balanced, and reflective of the proposed solution and services.
- Submitted in the format and manner required by this RFP.

Failure to provide complete pricing information or to follow the required pricing format may result in a reduction in scoring or the Proposal being determined non-responsive.

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#### **6.4. Shortlisting Proposers**

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

##### **Compliance Review**

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

The DDA's designated Procurement Representative may request written clarifications from one or more Proposers to resolve minor ambiguities, confirm the Proposer's understanding of the proposed Services, or verify compliance with the submission requirement.

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

Proposals will be evaluated and scored by the Evaluation Committee in accordance with the evaluation criteria and weightings 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.

Following the initial evaluation, the DDA may invite one or more shortlisted Proposers to participate in interviews, demonstrations, or discussions to further evaluate each Proposer's qualifications, proposed solution, implementation approach, and overall fit for the project.

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## **6.5. Experience and Reference Checks**

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

- Performance on projects of similar size, scope, and complexity, including digital platform modernization, Customer Relationship Management (CRM) implementation, website migration, and related technology consulting services.
- Adherence to project schedules, budgets, and contractual requirements.
- Responsiveness, professionalism, collaboration, communication, and overall quality of work.

The DDA may contact references provided by the Proposer and other clients or organizations familiar with the Proposer's performance. The DDA may also request additional supporting materials, project examples, demonstrations, or work samples to verify information contained in the Proposal and further evaluate the Proposer's qualifications, experience, and ability to successfully perform the required Services.

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## **6.6. Interviews, Presentations, or Demonstrations (if requested)**

At the DDA's discretion, one or more Proposers determined to be the most responsive and competitive may be invited to participate in interviews, presentations, demonstrations, or a combination thereof. These sessions may be conducted in person or virtually and are intended to further evaluate the Proposer's qualifications, proposed solution, implementation approach, and ability to successfully perform the required Services.

The DDA reserves the right to determine the number of Proposers invited to participate and to establish the format, agenda, duration, and evaluation criteria for any interviews, presentations, or demonstrations. Shortlisted Proposers will be notified in writing. Interview and demonstration dates will generally align with the Tentative Calendar of Events and may be modified as needed.

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

- Understanding of the DDA's objectives and project requirements.
- Proposed digital platform, implementation methodology, and project approach.
- Customer Relationship Management (CRM), website migration, workflow automation, reporting, digital engagement, and other proposed solution capabilities.
- Qualifications of the proposed project team and organizational capacity.
- Overall value and suitability of the proposed solution.

The DDA may require Proposers to demonstrate specific software functionality, workflows, reporting capabilities, integrations, user interfaces, or other features relevant

to the proposed solution. The DDA will provide demonstration requirements and evaluation criteria in advance of any scheduled demonstrations.

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

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## **6.7. Negotiations**

DDA 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 DDA may formally conclude those negotiations and, at its sole discretion, enter into negotiations with the next highest-ranked Proposer.

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

- Clarifications, refinements, or revisions to the proposed scope of services, implementation approach, project schedule, deliverables, or technical solution.
- Adjustments to pricing, fees, recurring costs, optional services, or cost assumptions, including requests for Best and Final Offers (BAFOs), if determined to be in the DDA's best interest.
- Modifications to the proposed software platform, functionality, implementation methodology, contract terms, or other elements necessary to align the Proposal with DDA's operational, technical, and budgetary objectives.

DDA reserves the right to negotiate with one or more Proposers, as permitted by applicable procurement requirements, to obtain the solution that provides the best overall value.

All negotiations will be conducted at DDA's sole discretion and in a manner determined to be in the best interest of DDA.

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## **6.8. Award**

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

- Award the Contract, in whole or in part, to the Proposer whose Proposal is determined to provide the best overall value to DDA.
- Reject any or all Proposals and waive any informalities, technicalities, or minor irregularities.
- Accept, reject, or negotiate any portion of one or more Proposals.
- Consider a Proposer's experience, references, past performance, and overall ability to successfully perform the required Services.

- Decline to make an award if DDA determines that no Proposal sufficiently meets the objectives of this RFP or otherwise serves the best interests of DDA.

Any recommendation for award is subject to approval by the **Downtown Grand Junction Board of Directors**, if required under DDA's procurement or governance policies.

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## 6.9. Contract Execution

The selected Proposer shall be required to execute the Contract within the timeframe specified in the Notice of Award or other written notification from DDA. Failure to timely execute the Contract or satisfy any required pre-contract conditions may result in withdrawal of the award and, at DDA's sole discretion, commencement of negotiations with the next highest-ranked Proposer or cancellation of the solicitation.

Any award is contingent upon successful negotiation of the final Contract, approval by the Downtown Grand Junction Board of Directors, if required, and the availability of funding.

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## 6.10. Notice of Intent to Award & Protest Procedures

DDA may issue a Notice of Intent to Award prior to execution of the Contract.

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

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## Section 7.0. Solicitation Response Form

### RFP-5955-26-KF “Integrated Digital Platform and Website Modernization Services”

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

#### 1) Proposed Not-to-Exceed Cost for Professional Services

Professional Consulting, Configuration, Data Migration, Website Migration, Training, Testing, Implementation, and Project Management:

**Total Not-to-Exceed Amount:** \$ \_\_\_\_\_

**Total Amount Written:**

\_\_\_\_\_ **dollars.**

**Proposed Software Platform(s):**

\_\_\_\_\_

**Software Vendor(s):**

\_\_\_\_\_

**Customer Relationship Management (CRM):**

\_\_\_\_\_

**Content Management System (CMS):**

\_\_\_\_\_

**Other Proposed Platform or Software Components (if applicable):**

\_\_\_\_\_

#### 2) Recurring Costs (if applicable)

Estimated Annual Software Licensing: \$ \_\_\_\_\_

**Amount Written:**

\_\_\_\_\_ **dollars.**

Estimated Annual Hosting and Support: \$ \_\_\_\_\_

**Amount Written:**

\_\_\_\_\_ **dollars.**

Estimated Annual Managed Services (Optional): \$ \_\_\_\_\_

**Amount Written:**

\_\_\_\_\_ **dollars.**

The recurring costs identified above are provided for informational, evaluation, and negotiation purposes only. Unless otherwise stated in this RFP, these costs will not be included in the formula-based pricing evaluation described in Section 6.3.3.

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*DDA reserves the right to accept any portion of the Services proposed or to negotiate the Scope of Services with the selected Proposer in accordance with this RFP.*

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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 described herein, should the DDA accept and award the Contract.

The undersigned Proposer acknowledges that DDA reserves the right to reject any Proposal, waive informalities or irregularities, and take any action deemed to be in the best interest of DDA in accordance with the City of Grand Junction Procurement Policy.

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: \_\_\_\_\_

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

### 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 the Project.

DDA reserves the right to evaluate the qualifications, certifications, experience, capacity, and past performance of any proposed subcontractor and to reject any subcontractor that, in DDA'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 its 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 DDA.

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.