



Request for Proposal RFP-5373-24-KF

Strategic Public Relations Services
to Elevate Tourism for Visit Grand Junction

RESPONSES DUE:

June 24, 2024, before 1:00 p.m. (Mountain Time)

Accepting Electronic Responses Only

Submitted Through the

Rocky Mountain E-Purchasing System (RMEPS)

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

(Purchasing Agent does not have access or control of the Vendor side of RMEPS. If the website or other problems arise during response submission, the Offeror MUST contact RMEPS to resolve the issue before the response deadline 800-835-4603)

**NOTE: All City solicitation openings will be held virtually,
information is in Section 1.9.**

Purchasing Agent:

Kathleen Franklin

kathleenf@gjcity.org

970-244-1513

REQUEST FOR PROPOSAL

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** if the link is not functioning, please try an alternate browser and refresh the page*

Appendix 1 – [Visit Grand Junction website](#)

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REQUEST FOR PROPOSAL

Section 1.0: Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This RFP is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. **Purpose:** The City by and through Visit Grand Junction (VGJ), is actively seeking proposals from accomplished and qualified professional Agencies with expertise in the field of Public Relations to enhance tourism, strengthen the brand, and increase earned media value. In line with our commitment to innovation and excellence, the dynamic Agency selected by the City will be tasked with providing comprehensive services and delivering creative and forward-thinking solutions to elevate the visibility, brand, and image of Grand Junction. Services shall be provided under the terms and conditions provided in this RFP.
- 1.5. **Non-Mandatory Pre-Proposal Meeting:** Prospective Offerors are strongly encouraged to attend a non-mandatory pre-proposal meeting **via Microsoft Teams on May 28, 2024, at 3:00 p.m. Mountain Time**. The purpose of this meeting is to clarify the contents of this RFP. *It is important to note that nothing stated during the meeting will modify the solicitation. Any modifications to the RFP will be communicated exclusively through addenda.*

Microsoft Teams meeting [Need help?](#)

[Click here to join the meeting.](#)

Meeting ID: 218 325 830 488

Passcode: FXhyZp

[Download Teams](#) | [Join on the web](#)

- 1.6. **The Owner:** The City is the “Owner” which will act by and through its authorized representative(s); “Owner” or “City” may be used interchangeably throughout this Solicitation.
- 1.7. **Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.8. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.9. **Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, Strategic Public Relations Services to Elevate Tourism for Visit Grand Junction, RFP-5373-24-KF
June 24, 2024, 1:00 – 1:30 p.m. (America/Denver)**

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

<https://meet.goto.com/372329293>

Dial in using a phone.

Access Code: 372-329-293

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Join from a video-conferencing room or system.

Meeting ID: 372-329-293

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

Or dial directly: [372329293@67.217.95.2](tel:372329293@67.217.95.2) or [67.217.95.2##372329293](tel:67.217.95.2##372329293)

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

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

- 1.10. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.

- 1.11. Altering Proposals:** Any alterations made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.12. Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only before award.
- 1.13. Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Consultant” or “Agency.”
- 1.14. Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>. An Offeror(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.15. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror that taking exception to the specifications does so at the Offeror’s risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the Contract Documents.
- 1.16. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the Contract award. “**Proprietary or Confidential Information**” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information identified with the words “**Confidential Disclosure**” and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror(s) intends to be treated as confidential or proprietary must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.17. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use

all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.

1.18. Minimal Standards for Responsible Prospective Offerors: The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:

- Be able to comply with the required or proposed schedule.
- Have a satisfactory record of performance of projects of similar scope and size.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.

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

1.20. Public Opening: The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested people may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the business location of the proposing Offeror(s) will be disclosed.

Section 2.0: General Contract Terms and Conditions

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall **constitute** a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and the Agency. By executing the Contract, the Agency represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the

proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.

- 2.3. Responsibility for those Performing the Services:** The Agency shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under the Contract.
- 2.4. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Agency for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Agency of the value of Service(s) performed under the Contract Documents. The Service(s) performed by the Agency shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Agencies in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Agency hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.5. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Agency signed by the Contract Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.6. Correction of Services:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Agency are found by the Owner to be non-conforming to the terms of the Contract, the Agency shall promptly correct such issues. The Agency shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.7. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Agency of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.8. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.

- 2.9. Assignment:** The Agency shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.10. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Agency hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.11. Debarment/Suspension:** The Agency hereby certifies that the Agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.12. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Agency for the Services to be performed or information that comes to the attention of the Agency during the performance of such Services is to be kept strictly confidential.
- 2.13. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.14. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by an Agency may be rejected in whole or in part when it is in the best interest of the City.
- 2.15. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Agency. The Contract represents the entire and integrated agreement between the City and the Agency, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.16. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.17. Employment Discrimination:** During the performance of any Services, the Agency agrees to:
- 2.17.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Agency. The Agency agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.17.2.** In all solicitations or advertisements for employees placed by or on behalf of the Agency, shall state that such Agency is an Equal Opportunity Employer.
- 2.17.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Agency certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.19. Ethics:** The Agency shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Agency to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Agency responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of the Owner to enforce any provision of the Contract at any time under the terms thereof.
- 2.22. Force Majeure:** The Agency shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Agency unless otherwise specified in the Contract.
- 2.23. Indemnification:** The Agency shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Agency, or of any Agency's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Agency shall pay any judgment concerning costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.24. Independent Agency:** The Agency shall be legally considered an independent Agency and neither the Agency nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Agency, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Agency any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Agency. Further, the Owner shall not provide to

the Agency any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

- 2.25. Ownership:** All documents, plans, concepts, and work prepared under the Contact, *etc.*, created by the Agency for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.26. Patents/Copyrights:** The Agency agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Agency for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.27. Governing Law:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.28. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Agency and shall not be charged to the Owner.
- 2.29. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S et seq.
- 2.30. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.31. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 2.32. Gratuities:** The Agency certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Agency breaches

or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.

2.33. Performance of the Contract: The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.

2.34. Default: The Owner reserves the right to terminate the Contract in the event the Agency fails to meet delivery or completion schedules or otherwise performs under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Agency.

2.35. Multiple Offers: If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL." The Owner reserves the right to make the award in the best interest of the Owner.

2.36. Definitions:

2.36.1. "Agency," "Consultant" or "Firm" is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, Firm, or its authorized representative(s).

2.36.2. "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.

2.36.3. "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Consultant as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.

2.36.4. "Key Personnel" designates the crucial individual(s) from the Agency or Firm essential for the successful execution and completion of the Services. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.

2.36.5. "Offeror" refers to the person(s) legally authorized by the Agency or Firm to make an offer and/or submit a response fee proposal in response to the RFP.

2.36.6. "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.

2.36.7. “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.

2.36.8. “Subcontractor is a person(s) or organization that has a direct contract with the Agency to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

2.37. Public Disclosure Record: If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, and/or a statement of financial interest, before conducting business with the Owner.

Section 3.0: Insurance Requirements

3.1. Insurance Requirements: The selected Agency agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Agency under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Agency shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Agency shall procure and maintain and, if applicable, shall cause any subcontractor of the Agency to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Agency under the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** The Agency shall comply with all State of Colorado Regulations concerning Workers’ Compensation and other statutory insurances as required.

(b) **Commercial General Liability insurance** with minimum combined single limits of:

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

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

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

- (c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

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

ONE MILLION DOLLARS (\$1,000,000) aggregate

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

- (d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

FIVE MILLION DOLLARS (\$5,000,000) per claim

This policy shall provide coverage to protect the Agency against liability incurred because of the professional services performed as a result of responding to this Solicitation.

- (e) Technology-related errors and omissions liability and cyber-liability coverage with limits of:

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

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

- (f) Intellectual Property Infringement Insurance policy with a minimum of:

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

ONE MILLION (\$1,000,000) aggregate

3.1.1. Additional Insured Endorsement: The policies required by paragraphs (b), (c), and (e) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Agency. The Agency shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

4.1. General/Background: Visit Grand Junction is a Department of the City of Grand Junction, serving as the Destination Marketing Organization. VGJ is responsible for promoting Grand Junction's brand to create an attractive destination while elevating its public image as a dynamic place to live and work. Through the promotion of travel and tourism, the Department strengthens Grand Junction's economic position, which provides a sustainable, diverse, and consistent economy that supports city services, and local businesses, and enhances the quality of life for residents.

Destination management principles are ultimately the foundation for Visit Grand Junction's strategy. This consists of a coordinated process of all the elements that make up a tourism destination to avoid overlapping functions, duplication of effort, and identifying gaps that need to be filled, ultimately assuring the sustainability of the destination. This is also accomplished through collaboration with public land managers, responsible messaging, and partnerships with area businesses and organizations to encourage and educate locals and guests on how to be responsible stewards of public lands.

This strategy not only fosters overnight stays and day visits but also aligns with VGJ's overarching mission. Committed to proactively marketing Grand Junction, VGJ aims to amplify the positive economic impact of visitor spending, contributing to the sustained growth and prosperity of the region, all while protecting and enhancing the quality of life for residents.

- 4.2. Objective:** The comprehensive range of services sought through this RFP encompasses expert Public Relations with a primary focus on advancing the visibility of Grand Junction, Colorado. This involves pitching various media channels, travel writers, journalists, and freelancers. Collaborative efforts with local tourism partners, primarily associated with the hospitality industry (including retail, restaurant, lodging, and activities). Elevating the brand while managing reputation effectively is integral to successful outcomes of a defined objective and strategy.

Offeror(s) should submit a plan aligning its public relations strategy with VGJ's overall marketing initiatives so that efforts are complementary. Specific details of the agency's approach for each of the below topics are required within the Agency's proposal (Fit, Creativity, Philosophy, Relationships, Focus, Measurement, and Budget). Include examples of successful implementation or ideas, where appropriate.

An integrated approach will ensure a multifaceted strategy maximizing impact. The City reserves the right to contract additional PR assistance separately or provide in-house support for services within the scope of public relations and this RFP, as well as beyond the scope of public relations, allowing flexibility in optimizing the overall opportunity and execution of marketing activities.

- 4.2.1. FIT:** Emphasizing the significance of a harmonious relationship, the ideal partnership between the public relations agency and agency operation hinges on aligning the right people, fostering positive chemistry, and cultivating a conducive working environment. Balancing sensitivity to current events and programs, the selected agency should also demonstrate leadership by introducing fresh, innovative ideas to propel the collaboration forward.

- 4.2.2. CREATIVITY:** Acknowledging the vital role of creative expression in sustaining business, the chosen agency must be recognized for its ability to cultivate on-target, unique, and captivating creative PR content. Above all, the agency should demonstrate a history of perceiving the exclusive and innovative elements that resonate best with the target audience and elevate the Grand Junction brand, while managing the destination's reputation.

4.2.3. PHILOSOPHY: The synergy between fit and creative expression should be reinforced by a shared business and marketing philosophy. For excellence to flourish, there must be compatibility in philosophies between the public relations agency and the City. This alignment ensures a unified approach towards achieving the highest standards of development.

VGJ has successfully elevated the Grand Junction brand by expanding the brand pillars which include all experiences within Mesa County. This includes geographic areas like Downtown Grand Junction, the Colorado and Gunnison Rivers, Grand Mesa, Rattlesnake Arches, and the Colorado National Monument. It also includes experiences like agritourism, history, culture, arts, entertainment, outdoor recreation, fauna, flora, craft beverages & food scene, and many others.

The chosen agency will support a philosophy of representing guest experiences based on navigating behavioral preferences while championing the Grand Junction brand pillars and representing content as Grand Junction and the Grand Junction area.

4.2.4. RELATIONSHIPS: VGJ proactively engages with local stakeholders through various means, including monthly e-newsletters and itinerary coordination. As the designated Destination Marketing Organization for Grand Junction, VGJ places significant value on this direct outreach. The selected agency will collaborate with VGJ to elevate the significance of this department by assisting and supporting these endeavors. Additionally, when required, the agency may serve as a representative for VGJ during stakeholder interactions.

4.2.5. FOCUS: VGJ is primarily funded by the lodging establishments within the City of Grand Junction. PR strategies should be focused on providing value to hospitality businesses within the City of Grand Junction and others outside the City, as defined and directed by VGJ. The chosen agency will endeavor to persuade journalists to emphasize the value of Grand Junction and the Grand Junction area, thereby furthering VGJ's strategic objectives.

4.2.6. MEASUREMENT: Proposals should include the tool(s) used for ad value measurement, as well as dashboard platforms used for information sharing and/or project management.

4.2.7. BUDGET: The City will determine an annual not-to-exceed budget allocation for Public Relations services, subject to revision each fiscal year based on the updated scope of services. Offerors are requested to provide a projected pricing proposal based on its standard rates and fees for an initial twelve-month contract (for evaluation comparison purposes; see 4.6 for renewal details). This should include a breakdown of prices for specific services such as retainer fees, non-retainer services, monthly agency fees, and travel expenses for visiting journalists, among others. It is essential to note that there is no predetermined total budget for this solicitation. Proposed expenditures exceeding the agreed-upon budget will be deemed outside the scope of the contract, and the City shall bear no liability for such overages. Offerors are encouraged to specify additional services beyond the proposed budget and service package, which may include additional journalist

hosting, special projects, and other customized offerings tailored to meet the client's specific objectives and preferences.

4.2.7.1. Media hosting expenses, including media events and familiarization tours, will be billed at net cost to the City.

4.2.7.2. Unless explicitly agreed upon in writing before making the reservation, the Agency assumes full responsibility for all travel costs. These expenses are expected to be covered by the Agency through its retainer or internal resources.

4.2.7.3. Services provided by subcontractors will be invoiced through the Agency, and the VGJ will authorize payment to the Agency at cost without any markup.

4.3. Scope of Services: Services to be provided under the specific direction of the VGJ coordinator encompass, but are not limited to, the following:

4.3.1. Understanding the Grand Junction tourism industry, encompassing advertising, research, and available resources.

4.3.2. Identification of target audiences for public relations campaigns.

4.3.3. Identification and pitching of target markets aligned with Grand Junction's key target markets.

4.3.4. Development of a comprehensive tactical public relations plan leveraging earned media across traditional and online platforms. This plan must actively engage publications and independent travel writers outside of Grand Junction to promote Grand Junction as a premier tourism destination, with a primary emphasis on domestic outreach while maintaining international visibility.

4.3.5. Provision of consultation and analysis regarding public relations research as required.

4.3.6. Formulation of a spending plan for the public relations budget, including recommended expenditures for writing and distributing press releases, media pitches, tracking software, hosting media in Grand Junction, media desk-side visits in predetermined markets, and public relations research.

4.3.7. Creation and maintenance of an updated press kit, available in both print and digital formats on the VisitGrandJunction.com website.

4.3.8. Providing advisory and support to the VGJ coordinator and staff during instances requiring crisis communication.

4.3.9. Prompt and comprehensive handling of journalist queries through multiple sources, broadening the funnel of media opportunities for Grand Junction.

4.3.10. The agency must exhibit existing relationships with publications and independent journalists while presenting a strategy to approach new media outlets to amplify awareness of Grand Junction. This entails furnishing a comprehensive list of

prominent publications, websites, and platforms recommended by the agency for outreach efforts.

- 4.3.11. Monthly analysis, recommendation plans, negotiation of agreements, media placement, material production, and other tasks as required to provide the necessary support for promotions.
 - 4.3.12. Submission of an annual return-on-investment (ROI) analysis to quantify the financial impact on the local community generated through the public relations efforts of the agency and the VGJ. The Agency must transparently demonstrate the methodology and formulas used for determining the annual ROI.
 - 4.3.13. Representation of VGJ at state, regional, and national media events.
 - 4.3.14. Collaboration and cooperation with the VGJ's advertising and website/online contractors if contracts are awarded separately. Attendance, as needed, at regular team meetings via teleconference or at a location determined by the VGJ.
 - 4.3.15. Maintenance of financial accounting records and evidence related to contract expenditures following the generally accepted accounting principles and other specified City procedures. Provision of a monthly analysis/state of the current contract budget to the VGJ.
 - 4.3.16. Recommendations for budget savings as appropriate.
 - 4.3.17. Assumption of all responsibility for the performance of required Services, whether or not subcontractors are employed for specific services or work. The Agency will be the sole prime point of contact for all matters.
 - 4.3.18. Specification of all subcontractors and its functions to the VGJ.
 - 4.3.19. Assistance to VGJ staff in fielding all media-related calls and emails.
 - 4.3.20. Attendance at up to three (3) Board of Directors regular monthly meetings per year, as specified by the VGJ coordinator. All travel costs are to be assumed by the agency and absorbed through its retainer or own resources, with no additional billing outside the contract for travel expenses.
- 4.4. **Property Rights:** It is unequivocal that all intellectual materials produced under this contract are the exclusive property of the City of Grand Junction VGJ. Any materials for which the agency has received reimbursement from the City automatically become the sole property of the City. The term "Materials" encompasses, but is not limited to, proposals, specifications, procedures, systems, photographs, copy, videos, recordings, and all contents of websites or pages created herein. These Materials shall be provided to the City in the exact form it was created, developed, and/or utilized, whether in electronic or hard copy format and at no additional cost to the City.

4.5. Special Conditions & Provisions:

4.5.1. Non-Mandatory Pre-Proposal Meeting: Prospective Offerors are strongly encouraged to attend a non-mandatory pre-proposal meeting **via Microsoft Teams on May 28, 2024, at 3:00 p.m. Mountain Time**. The purpose of this meeting is to clarify the contents of this RFP. *It is important to note that nothing stated during the meeting will modify the solicitation. Any modifications to the RFP will be communicated exclusively through addenda.*

Microsoft Teams meeting [Need help?](#)

[Click here to join the meeting.](#)

Meeting ID: 218 325 830 488

Passcode: FXhyZp

[Download Teams](#) | [Join on the web](#)

4.5.2. Non-Exclusive: This Contract is non-exclusive. The City reserves the right, at its sole discretion, to engage other entities for work like this contract. Similarly, the Agency is not bound to maintain an exclusive working relationship with the City and retains the right to enter a contract(s) for similar work with other parties.

4.5.3. Fee/Price Proposal: Pricing for the services shall be “**all-inclusive**” encompassing all relevant costs, including but not limited to labor, materials, meetings, conference calls, travel expenses, permits, fees, and any other associated costs necessary for the successful execution of the public relations services. Additional services beyond those outlined in the agency's proposed budget and service package can be specified to address additional options. These may encompass additional journalist hosting, special project opportunities, and other customized offerings tailored to the client's specific objectives and preferences.

Furnish a comprehensive breakdown of standard rates, fees, and payment structures specific to the public relations services. This breakdown should include direct charges, potential costs, and delineation between the Agency's monthly fee from all other expenses. Additionally, detailed employee and subcontractor classifications, including relevant experience and state hourly rates. Specify standard fees/rates for basic public relations services, as well as any additional fees not included in the standard rate structure. Provide transparent hourly rates and flat rate fees, where applicable, along with a clear payment structure for understanding billing procedures.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest, penalties, termination payments, attorneys' fees, liquidated damages, etc.

All fees and pricing will be subject to negotiation by the Owner.

4.5.4. Laws, Codes, Rules, and Regulations: The Agency shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.5.5. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.5.6. City Project Manager/Administrator: The Project Manager will be responsible for approving and accepting all Work within the Scope of Services. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to:

Elizabeth Fogarty, Director
Visit Grand Junction
740 Horizon Dr
Grand Junction, CO 81506

4.5.7. Contract Administrator: The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract during the time Services are provided will be directed to:

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

4.6. Contract Term: The Contract shall become effective upon execution by the Parties and shall remain in effect until December 31, 2025, contingent upon the appropriation of funds by the City Council. The awarded Agency(s) and Owner may, upon mutual agreement, opt to renew the contract for up to three (3) additional one-year periods subject to satisfactory performance and the appropriation of funds by the City Council. Any renewals must adhere to the original Contract terms, conditions, and fee structures.

4.7. Attached Documents:

Appendices* if the link is not functioning, please try an alternate browser and refresh the page.

Appendix 1 – [Visit Grand Junction website](#)

Appendix 2 – [Visit Grand Junction Official Visitor Guide](#)

4.8. RFP Tentative Time Schedule:

- | | |
|---|----------------------------------|
| • Request for Proposal available | May 17, 2024 |
| • Non-mandatory Pre-proposal Teams Meeting | May 28, 2024, 3:00 pm |
| • Inquiry deadline, <i>no questions after this date</i> | June 11, 2024, close of business |
| • Final Addendum Posted | June 14, 2024 |
| • Submittal deadline for proposals | June 24, 2024, before 1:00 pm |
| • Owner evaluation of proposals | June 24 – July 5, 2024 |
| • Interviews, <i>if required</i> | July 22-24, 2024 |
| • Final Selection | July 29, 2024 |
| • Contact execution | July 31, 2024 |

4.9. Questions Regarding Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

Section 5.0: Preparation and Submittal of Proposals

Submission: Each proposal shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-junction>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP should be a single PDF document containing all necessary information. Offerors must demonstrate an interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **H** as required by the Owner for proper comparison and evaluation:

- A. Cover Letter:** A cover letter shall be provided that succinctly explains the Offeror’s interest in providing the Services. The letter shall contain the name, address, phone

number, and email address of the person designated as the Agency's principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Agency. The cover letter shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Agency, stating the individual(s) role and signature authority. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.

- B. Solicitation Response Form:** The Offeror shall complete and submit the attached Solicitation Response form with its proposal.
- C. Qualifications/Experience/Credentials:** Offeror(s) must showcase qualifications that highlight its expertise and experience in providing public relations services. This should encompass a demonstrated track record of success in managing similar projects. Additionally, provide a detailed summary of the Key Personnel who will be dedicated to fulfilling the public relations services, including resumes, office locations, and relevant experience information. Further elaboration on the experience and relevance of Key Personnel can be provided in narrative form within the RFP.
- D. Agency Assigned Staff:** Include detailed information about the primary individuals responsible for providing the professional services outlined in this solicitation. This should encompass the names, titles, experience, job descriptions, professional training, certifications, associations, and employment history. Each key staff member's qualifications and contributions should be delineated to ensure a comprehensive understanding of the role in the proposed services.
- E. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner's objectives outlined in this RFP, with specific reference to sections 4.3.1. through 4.3.7.

Describe the proposed strategy or plan for achieving the objectives outlined in this RFP. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services.

- Creative Approach: The proposal should provide a straightforward and concise presentation adequately describing the creative approach of the Agency and the primary purpose of promoting Grand Junction as a visitor destination.
 - Clarify the percentage of the work to be completed by in-house staff.
- F. References:** Provide a minimum of three (3) references that can attest to the Agency's experience in services of similar scope and size outlined in 4.3. Scope of Services. **Include a summary of the services completed with** the client's name, address, point of contact person, telephone number, email address, dates, description of services, original budget, final cost, explanation of variation from original budget to final cost, etc.
- G. Current Clients:** Provide a list of destination (DMO, CVB, VCB, Chamber) and hospitality industry (retail, restaurant, food & beverage, activities, lodging) clients within Colorado, and the following border states: Utah, Wyoming, Nebraska, Kansas, Oklahoma, New Mexico, and Arizona.

- H. Fee/Pricing Proposal:** Offerors are requested to submit a projected pricing proposal based on its standard rates and fees for an initial twelve-month contract for evaluation comparison, as outlined in section 4.2.7. The pricing structure for an annual renewal should align with the original personnel and labor rates.

Additionally furnish a comprehensive breakdown of standard rates, fees, and payment structures specific to public relations services. This breakdown should include direct charges, potential costs, and delineation between the Agency's monthly fee from all other expenses. Additionally, detailed employee and subcontractor classifications, including relevant experience and state hourly rates. Specify standard fees/rates for basic public relations services, as well as any additional fees not included in the standard rate structure. Provide transparent hourly rates and flat rate fees, where applicable, along with a clear payment structure for understanding billing procedures.

- I. Legal Proceedings/Lawsuits:** Provide a comprehensive list of any legal proceedings or lawsuits involving the Agency, employees, or subcontractors of the Agency who may be providing Services to the City. The list shall include current litigation and the status, and any matter(s) filed, settled, and/or otherwise adjudicated in the last five years. For each instance describe the underlying reason or cause of action, as well as the outcome or current status.
- J. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Agency. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Agency's suitability to provide the Services outlined in this RFP.
- K. Financial Statements:** If selected as the Preferred Offeror, the Offeror may be required to provide an audited financial statement, as prepared by a certified public accountant, for its prior fiscal year, consisting of a balance sheet, profit and loss statement, and such other financial statements as may be appropriate, which shall demonstrate that the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill its obligations under the terms of this RFP. If requested by the Offeror, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will provide services. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response. The Offeror shall provide the Agencies' latest financial statements.

Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Offeror's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria, categories, and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

Evaluation Criteria and Weighted Values will be worth ninety (90) %

- **Responsiveness of Submittal to the RFP (20) %**
Evaluation of how well the proposal addresses and conforms to all aspects of the RFP, including completeness, accuracy, and adherence to preparation and submittal instructions.
- **Understanding of the Services and Objectives (20) %**
Assessment of the Offeror's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to articulate how its proposed approach aligns with the objectives.
- **Qualifications, Experience, Credentials thirty (30) %**
The Offeror's demonstrated expertise in the successful execution of comparable PR Services. The Offeror showcased the ability to exhibit the requisite skill levels, certifications, and all other essential competencies necessary to deliver exceptional PR services.
- **Strategy & Implementation (20) %**
Offeror has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item C – Strategy and Implementation Plan for details.

The following Criteria shall be worth ten (10) %

- **Fees (10) %**
All fees associated with the Services are provided and are complete and comprehensive.

- 6.4. Shortlisting Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.
 - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.
- 6.5. Negotiations:** The City reserves the right to negotiate with the highest-rated Offeror(s) and will not engage in negotiations with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and are subsequently terminated. The selected Agency may submit revisions to its proposal, including but not limited to adjustments to price, best and final offer, and technical aspects, because of negotiations, if deemed in the best interest of the City.
- 6.6. Interview(s):** The Owner reserves the right to invite the highest ranked Offeror(s) to participate in a virtual, or in-person interview(s) if needed. Shortlisted Offeror(s) will be notified of the interview process, including format, duration, and location, following the RFP shortlist selection process.
- 6.7. Award:** Offeror(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Project Agency.

Section 7.0. Solicitation Response Form

RFP-5373-24-KF “Strategic Public Relations Services to Elevate Tourism for Visit Grand Junction”

Offeror must submit the entire Form completed, dated, and signed.

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

The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror accepts and agrees, by the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Agency to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Agency, authorized to represent the Agency, and is legally responsible for the offer concerning supporting documentation and fees/prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered, to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: The undersigned Agency acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

It is the responsibility of the Offeror to ensure all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

Agency Name – (Typed or Printed)

Authorized Agent, Title – (Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name, address, city, and state of Subcontractor</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Offeror or with any competitor.