CITY OF Grand Junction COLORADO
PURCHASING DIVISION

Request for Proposal

RFP-5532-24-KF

On-Demand Traffic Control Services
for the City of Grand Junction

Responses Due:

December 2, 2024, before 11:00 a.m. MST

Accepting Electronic Responses Only
Submitted Through the
Rocky Mountain E-Purchasing System (RMEPS)
https://www.bidnetdirect.com/colorado/city-of-grand-junction

(The purchasing agent does not have access to or control the vendor side of RMEPS. If the website or other problems arise during response submission, the Proposer 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 1.8.

Purchasing Agent:

Kathleen Franklin

kathleenf@gjcity.org

970-244-1513

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Section 1.0: Administrative Information & Conditions for Submittal

1.1. Americans with Disability Act (ADA) Compliance Mandate: Following HB21-1110. all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.

1.2. Required Review: The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).

1.3. Issuing Office: This 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-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.

1.4. Purpose: The City of Grand Junction, Colorado, is seeking proposals from qualified contractors to provide on-demand, citywide traffic control services on an as-needed basis. This annual contract is intended to support the City's events and projects with the highest standards of expertise, safety, and reliability. The Scope of Services and requirements are detailed in Section 4.0.

1.5. The Owner: The City is the "Owner" who will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this solicitation.

1.6. Compliance: All Proposers, by submitting a proposal, commit to adhere to all terms and conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to understand the requirements clearly, or should it appear that various instructions conflict, the Proposer(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

1.7. Controlling Authority: The 2023 version of the City Procurement Policy applies to this Solicitation.

1.8. Submission: See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. To participate in the solicitation opening, please utilize the following information and link:

Solicitation Opening, On-Demand Traffic Control Services, RFP-5532-24-KF

December 2, 2024, 11:00 a.m. (America/Denver)

Please join the meeting from a computer, tablet, or smartphone.
https://meet.goto.com/174044117

Dial in using a phone.
Access Code: 174-044-117
United States: +1 (224) 501-3412

Join from a video-conferencing room or system.
Meeting ID: 174-044-117
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 174044117@67.217.95.2 or 67.217.95.2##174044117

Get the app now and be ready when your first meeting starts:
https://meet.goto.com/install

1.9. Public Disclosure: Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an Open Records Request. In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.

1.10. Public Disclosure Record: If the Proposer knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Proposer 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.

1.11. Collusion Clause: Each Proposer, 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 Proposers 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.

1.12. Gratuities: The Proposer shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Proposal and/or an award of a Contract, nor

were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.

1.13. Ethics: No Proposer shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.

1.14. Altering Proposals: Any alterations made before the opening date and time must be initiated by the Proposer. Proposals may not be altered or amended after the submission deadline.

1.15. Multiple Offers: If a Proposer 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.

1.16. Withdraw of Proposals: A proposal must be firm and valid for award and may not be withdrawn or canceled by the Proposer for sixty (60) days following the submittal deadline date, and only before award.

1.17. Exclusions: No oral, telephonic, emailed, or facsimile proposal will be considered.

1.18. Contract Documents: The Contract Documents consist of the complete solicitation and the Proposer's response. Solicitation documents are available on the City Purchasing website under, Purchasing Bids.

1.19. Questions Regarding Specifications or Scope of Services: All requests for clarification or interpretation of the Scope of Services/Work and Specifications must be submitted in writing via email to the Purchasing Agent by the inquiry deadline. Questions submitted after the deadline may not receive a response.

1.20. Acceptance of Proposal Content: The Proposal selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Proposer to accept the obligations in the Contract may result in cancellation of the award and such Proposer may be removed from future solicitations. When a Contract is executed by and between the Proposer and the City, the Proposer may be referred to as the "Agency," "Consultant," "Contractor," or "Firm."

1.21. Addendum: 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-junction. A Proposer(s) must acknowledge receipt of all addenda in the proposal(s).

1.22. Exceptions and Substitutions: All proposals meeting the intent of this RFP will be considered for the award. A Proposer that takes exception to the specifications does so at the Proposer's risk. The Owner reserves the right to accept or reject any or all

substitutions or alternatives. When offering substitutions and/or alternatives, the Proposer 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 Proposer has not taken exception(s), and if awarded a Contract, shall hold the Proposer responsible for performing in strict accordance with the Contract Documents.

1.23. 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 Proposer(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 Proposer 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.

1.24. Response Material Ownership: All proposals become the property of the Owner upon receipt and may only be returned to the Proposer 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.

1.25. Minimal Standards for Responsible Prospective Proposers: The Proposer must affirmatively demonstrate its responsibility. To meet the minimum requirements, a prospective Proposer:

- Demonstrate the ability to adhere to the project schedule.
- Have a satisfactory record of performance of projects of similar scope and size.
- Maintain a satisfactory record of integrity and ethical conduct.
- Be qualified and eligible, based upon evaluation criteria, to receive an award and enter into a Contract with the Owner.
- Ensure that its/his/her Proposal(s) comply with the requirements provided in the "Preparation and Submittal of Proposals."

1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is proposing, and possession of the necessary financial and other resources to complete the proposed Service/Work. Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Proposer and Proposal:

- More than one Proposal is submitted for the same Service/Work from an individual, firm, consultant, contractor, or corporation under the same or different name; and

- Evidence of collusion among Proposers. Any participant in such collusion shall not receive recognition as a Proposer for any future Service/Work of the Owner until such participant has been reinstated as a qualified Proposer.

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

1.28. Sales and Use Taxes: The Contractor and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of sales and use tax on materials, fixtures, and equipment.

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

1.30. Public Opening: The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, 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 contractors will be disclosed.

Section 2.0: General Contract Terms and Conditions

2.1. Acceptance of Terms: A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Proposer on the Letter of Interest or Cover Letter. The Proposer must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Proposer accepts all terms and conditions including compensation, as

set forth herein/the Contract Documents. A Proposer 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.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor 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. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Contractor performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.

2.4. Responsibility for those Performing the Services/Work: The Contractor shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services/Work under the Contract.

2.5. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor 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 Contractor of the value of Service(s) performed under the Contract Documents. The Service(s) performed by the Contractor 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 Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

2.6. Protection of Persons and Property: The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. The Firm shall erect and maintain, as required by existing safeguards for safety and protection, all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations, and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury acceptably**.**

2.7. 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 Contractor signed by the Contact 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.

2.8. Minor Changes in the Services: The Owner shall have the authority to order minor changes in the Services not involving an adjustment to the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.

2.9. 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 Contractor are found by the Owner to be non-conforming to the terms of the Contract, the Contractor shall promptly correct such issues. The Contractor 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.

2.10. Acceptance Not Waiver: The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Contractor 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.

2.11. 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.

2.12. Assignment: The Contractor 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.

2.13. 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 Contractor 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.

2.14. Debarment/Suspension: The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.

2.15. Confidentiality: All information disclosed by the Owner to the Proposer and/or the Contractor for the Services to be performed or information that comes to the attention of the Contractor during the performance of such Services is to be kept strictly confidential.

2.16. Conflict of Interest: No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.

2.17. Cancelation of Solicitation: Any solicitation may be canceled by the Owner, or any solicitation proposal response may be rejected in whole or in part when it is in the best interest of the City.

2.18. Contract: This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Contractor. The Contract represents the entire and integrated agreement between the City and the Contractor, 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.

2.19. 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.

2.20. Employment Discrimination: During the performance of any Services, the Contractor agrees to:

2.20.1. 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 Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.20.2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

2.20.3. Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor 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.

2.22. Failure to Deliver: In the event of failure of the Contractor to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Contractor 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.

2.23. 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.

2.24. Force Majeure: The Contractor 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 Contractor unless otherwise specified in the Contract.

2.25. Indemnification: The Contractor 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 Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Contractor shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.

2.26. Independent Contractor: The Contractor shall be legally considered an independent Contractor and neither the Contractor 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 Contractor, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

2.27. Ownership: All documents, plans, concepts, and work prepared under the Contact, *etc*., created by the Contractor for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.

2.28. Patents/Copyrights: The Contractor 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 Contractor 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.

2.29. Governing Law: The Contract and/or any agreement(s) 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.

2.30. Expenses: Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Contractor and shall not be charged to the Owner.

2.31. **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.*

2.32. 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.

2.33. 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 if the Contractor fails to meet delivery or completion schedules, or otherwise fails to perform under the terms of the Contract. In the event of a breach or default, the Owner is authorized to procure similar services from an alternate contractor and to hold the defaulting Contractor responsible for any additional costs incurred to complete services for the project or event.

2.35. Piggyback: Agreements resulting from this solicitation are intended primarily for the Owner. However, other governmental entities may be extended the opportunity to utilize the awarded Contract, contingent upon the agreement of the successful Proposer and the participating agencies. All participating entities must adhere to the specifications, terms, conditions, and contract prices established within the agreement. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required.

It is understood and agreed that the City is not a legally binding party to any contractual agreement made between another governmental entity and the Contractor as a result of this solicitation. The City shall not be held liable for any costs or damages incurred by any other entity.

2.36. Definitions:

2.36.1. "Agency," "Consultant," "Contractor," or "Firm" is the person, organization, entity, or contractor identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, Contractor, 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. "Contract Sum" is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.

2.36.4. "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Contractor 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.

2.36.5. "Key Personnel" designates the crucial individual(s) from the Agency or Contractor 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.

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

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

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

2.36.9. "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.

Section 3.0: Insurance Requirements

The selected Contractor agrees to procure and maintain, at its own expense, comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, sufficient to cover all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor's failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall procure and maintain and shall ensure that any subcontractors, if applicable, also procure and maintain, the insurance coverage specified below. All insurance policies shall be maintained in forms and with insurers acceptable to the

Owner. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. For any claims-made policies, the Contractor shall secure appropriate retroactive dates and extended reporting periods to ensure continuous coverage. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

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

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

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

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

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

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

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

3.1. Additional Insured Endorsement: The policies required by paragraphs (a), and (b) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the 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 Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

4.1. General/Background: The City intends to establish an annual contract with a qualified contractor to provide comprehensive, on-demand traffic control services that

support citywide needs. This includes both planned support for annual projects and events, as well as responsive assistance for unexpected situations such as emergency road closures due to weather conditions, utility outages, natural disasters, power outages, motor vehicle incidents, and other unforeseen circumstances.

4.2. Special Conditions & Provisions:

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

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

4.2.2. Estimated Work: This solicitation provides a representative sample of common events and projects, rather than a comprehensive list of the entire scope. The examples listed are illustrative and do not guarantee any specific amount of work to the contractor(s). Any tasks that fall within the scope of services but are not explicitly mentioned will still be covered under the contracted rates provided by the awarded contractor(s). The City reserves the right to add or remove events or projects with the successful Contractor(s) at any point during the contract period. All outlined events and projects are estimates only and may vary based on the City's needs.

4.2.3. Estimated Quantities: The jobs and events outlined in this solicitation are estimates only and do not guarantee that the City will require traffic control services. Actual quantities may vary and could increase or decrease based on the City's needs. The City makes no guarantees regarding the number of events, projects, or the total aggregate quantity of services that may be ordered under this contract.

4.2.4. Minimum Order Quantities: The Contract will not specify a minimum order quantity, minimum hours, or any other minimum requirements for items covered under this agreement.

4.2.5. Purchase Order: A City purchase order is required for any individual job, event, or project with a value of $15,000.00 or more. Per City Procurement Policy, purchase order approval must be obtained before the Contractor commences work or services, and the purchase order number must be referenced on the Contractor's invoice. *Both the Contractor and the responsible City employee are jointly responsible for strict adherence to this requirement. The only exception to this policy is for emergency services*.

4.2.6. Scope of Services/Work: The events and projects described below are provided for illustrative purposes and do not constitute a comprehensive list of all anticipated traffic control needs. Additional traffic control services may be required as circumstances arise throughout the year. All traffic control operations shall comply with the standards and guidelines outlined in the Manual on Uniform Traffic Control Devices (MUTCD) and with any applicable city, county, or state laws and

regulations. Specific dates, times, and locations for required services will be provided by the City as needed to fulfill its operational requirements.

4.2.6.1. Requirements and Responsibilities:

- The successful Contractor will coordinate directly with the responsible City Department or Division for on-demand traffic control services throughout the year. The Contractor will strive to accommodate the City's specified needs and schedules and will provide timely communication to ensure the successful completion of each event or project.

- The awarded Contractor must be able to mobilize within thirty (30) minutes when required.

- The Contractor's Traffic Control Supervisor must have a cell phone and provide the contact number to the City Department/Division Project Manager. The Supervisor must maintain open and timely communication with both employees and City personnel via cell phone or radio throughout scheduled events or project operations.

- The awarded Contractor will be engaged on an on-demand, as-needed basis, depending on the specific requirements of each event or project.

- The City Project Manager for each Department/Division will coordinate with the Contractor to assess and arrange traffic control needs according to the unique logistics of each event or project.

- The Contractor must be fully prepared to supply all necessary traffic control equipment and personnel to ensure the safety of participants, pedestrians, and vehicles during events and projects.

- The Contractor should be adaptable and able to make real-time adjustments to traffic control plans as needed, based on event conditions or instructions from the City Project Manager.

- The Contractor shall assume full responsibility for any citations issued as a result of violations of applicable city, county, or state laws and regulations. The Contractor shall bear all costs, penalties, and liabilities associated with such citations and shall indemnify and hold harmless the City from any claims, fines, or expenses arising from the Contractor's non-compliance.

4.2.6.2. Street Maintenance: The Grand Junction Street Systems Division performs chip-seal operations, asphalt overlay, street patching, and street reconstruction as needed on all streets within City Limits.

- Services typically start at 6:00 a.m. daily, from March through October (weather permitting).

- Chip-seal services typically start at 5:00 a.m. daily for connector and arterial roads and 6:00 a.m. for local streets, from the first Monday in June through July. Specific dates and locations will vary.

- Arrow boards and signage must be deployed as required by state regulations.

- Traffic control crews are expected to move throughout the city in coordination with the City Street Maintenance team.

4.2.6.3. Spring Cleanup: The Grand Junction Streets Division performs spring cleanup operations in various neighborhoods within City Limits.

- Services typically begin at 6:00 a.m. daily, from the first Monday in April for a duration of two weeks.

- Arrow boards and signage must be deployed as required by state regulations.

- Traffic control crews are expected to move throughout the city in coordination with the City spring cleanup crews.

4.2.6.4. Junior College World Series (JUCO): The Grand Junction Police Department (GJPD) oversees traffic control for the JUCO Baseball Tournament. The Contractor is required to assist in maintaining public safety and ensuring efficiency of traffic flow during this event. Key requirements are outlined below:

- The tournament starts the Saturday before Memorial Day and lasts approximately one week. Game schedules vary each day.

- Traffic control services are required for each night game to manage vehicle and pedestrian flow according to the approved Traffic Control Plan (TCP).

- The TCP outlines procedures to disperse stadium traffic to major arterial roads and temporarily redirect local traffic to side streets.

- The Contractor must mobilize staff and set up traffic control equipment by the seventh inning of the final game each night. The seventh inning generally starts around 9:15 p.m., and games usually end between 10:00 and 11:00 p.m., depending on game length.

- Traffic Control Personnel (Flaggers) are expected to be in position by the end of the eighth inning. The Contractor is responsible for assessing when it is safe to position flaggers to direct traffic.

- After traffic has dispersed or upon instruction from the Police Department, the contractor shall remove traffic control equipment and demobilize.

- Fencing/Barricades: Sturdy and durable fencing or barricades must be installed along the North Avenue median between North 12th St. and North 15th St. The fencing should withstand strong winds and heavy pedestrian use.

    - Installation is required by Friday evening before the tournament begins and must remain in place for the tournament's duration.

    - Removal must occur by the afternoon following the tournament's conclusion.

- Arrow boards and signboards must be used as specified by state regulations.

- Traffic control is not required for games canceled due to weather.

Additional Considerations:

- Coordination with GJPD: The contractor should coordinate closely with the GJPD to ensure all traffic control measures align with safety protocols and game schedules.

- Pedestrian Safety: Extra attention must be given to pedestrian traffic, ensuring clear guidance for crossing and safe access to and from the stadium.

- Traffic Flow Adjustments: must be prepared to make real-time adjustments based on traffic conditions, crowd size, and instructions from GJPD law enforcement.

- Weather Preparedness: Traffic control plans should account for unexpected weather changes, ensuring equipment can be safely and quickly deployed or removed if needed.

4.2.6.5. **4th of July:** The Grand Junction Parks & Recreation Department hosts an annual fireworks show at Lincoln Park. The awarded Contractor is responsible for the following:

- **Safety Zone Fencing**: Provide fencing to secure the fireworks safety zone, with installation occurring as early as the day before the event,

depending on when the explosives arrive on-site. The fencing must be removed on July 5th.

- **Parking Lot Control**: Establish parking lot control on July 4th by 3:00 p.m., with the time subject to adjustment based on coordination with City personnel.

- **Vehicle Access Control**: Under the direction of City personnel, manage vehicle entry to Lincoln Park by allowing cars to exit while restricting entrance to authorized personnel only.

- **Traffic and Pedestrian Management**: Provide traffic control services to manage vehicle and pedestrian movement, ensuring a safe and orderly flow.

- **Post-Event Traffic Dispersal**: Implement the Traffic Control Plan to disperse stadium traffic to major arterial roads and temporarily divert local traffic to side streets after the show.

- **During Event Traffic Diversion**: Divert local traffic to side streets during the fireworks display as per the Traffic Control Plan.

- **Equipment Setup**: Mobilize personnel and set up traffic control equipment with sufficient lead time to ensure everything is in place before 9:30 p.m.

- **Flagger Positioning**: Determine the appropriate and safe timing to position Flaggers for directing traffic.

- **Post-Event Demobilization**: Under the direction of City personnel, remove traffic control equipment and demobilize once traffic has dispersed or as directed by the Parks & Recreation Department.

- **Signage**: Use arrow boards and signboards as required by state regulations to ensure clear and safe traffic management.

4.2.6.6. Parks and Recreation Department Special Events: A variety of special events are organized throughout the year, including the Southwest Arbor Fest, Senior Games, Water Lights at Night, Santa Cause Run, and more. Traffic control services may be required for these events.

4.2.6.7. Downtown Grand Junction Events: A variety of events are organized throughout the year, including Market on Main (12 markets), 4th of July parade, Car Show, Art Festival, Spooktacular, Tree Lighting, Parade of Lights, *etc.* Traffic control services, such as road closures and pedestrian fencing, may be required for these events. The Downtown Grand Junction Event Coordinator will serve as

the primary contact for these events as well as third-party permitted events in the Downtown area.

4.2.7. Fee/Price Proposal: The proposed pricing must be **all-inclusive**, covering all costs required for the complete and successful execution of the services. Please refer to Section 4.5, Contract Term, which specifies that all contracted fees and rates will remain fixed for the duration of the initial contract term and any renewal periods.

This all-inclusive pricing should include but is not limited to, expenses related to engineering, equipment, fees, fuel, labor, licensing, materials, meetings, mileage, mobilization and demobilization, per diem, permits, shipping and freight, technology usage, travel, and any other costs necessary to ensure efficient service delivery. All potential expenses must be clearly outlined to provide a comprehensive understanding of the total project costs.

Proposer(s) are required to submit detailed rates using the Solicitation Response Form in Section 7.0. Any additional fees or rates should be included, with a clear breakdown of all relevant costs associated with the delivery of services. All pricing information must be transparent and comprehensive to ensure a full understanding of the costs involved.

The Owner will not be responsible for, nor liable for, any costs outside of the agreed pricing structure. This includes, but is not limited to, taxes, insurance, interest, penalties, termination fees, attorneys' fees, liquidated damages, or any other unforeseen expenses.

<u>All fees and pricing will be subject to negotiation between the Contractor and the Owner.</u>

4.2.8. Award: The City reserves the right, at its sole discretion, to make a single award or to designate both a primary and a secondary Contractor. In the event that the awarded Contractor is unable to perform all duties as specified in the Contract Documents, or in the case of an emergency, the City reserves the right to engage an alternate contractor to perform the required services.

4.2.9. Payment and Invoice: The Contractor shall ensure meticulous documentation of the requesting City employee, the accounts payable point of contact, the department or division, and the service location to facilitate an accurate and efficient billing process. A separate, itemized invoice shall be submitted for each event or project upon completion of services; <u>lump sum invoices will not be accepted.</u>

Invoices must include the following information: Purchase Order number (reference Section 4.2.5), Contractor's name and address, invoice number, job name, description of work completed, item description, quantity, unit of measure, unit price or rate, line-item total, and overall total amount due. Payment approval is contingent upon inspection and acceptance of the services by the using

department. Payments will be processed based on submitted invoices following City procedures.

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

4.2.11. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Proposer'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 Proposer and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer 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.

4.3. Project Manager/Administrator: The designated City Project Manager will vary based on the event or project and will make timely decisions regarding the services or work proposed or performed by the Contractor, ensuring alignment with the defined scope of services. The Project Manager will also approve and accept all traffic control plans, services, and work completed under the specified event or project.

4.4. 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

4.5. Contract Term: The Contract shall become effective upon execution by both Parties, with services beginning immediately upon execution and continuing through **December 31, 2025**. The Contract may be renewed for up to three (3) additional one-year terms upon mutual agreement of the Contractor and the City, contingent on satisfactory performance and annual appropriation of funds approved by the City Council. Each renewal term will adhere to the terms, conditions, and fee/pricing

structure of the original Contract. All fees, rates, and pricing shall remain fixed for the duration of the initial contract term and any renewal periods established thereafter.

4.6. Attached Documents:

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

Appendix 1 – There are no attachments for this solicitation.

4.7. Tentative Calendar of Events:

• Solicitation available	October 31, 2024
• Inquiry deadline, no questions after this date	November 13, close of business
• Final Addendum Posted, *if required*	November 18, 2024
• Submittal deadline for proposals	December 2, 2024, 11:00 a.m. MST
• Owner evaluation of proposals	December 2 -10, 2024
• Interviews, *if required*	December 18, 2024
• Final Selection	December 23, 2024
• City Council Approval, *if required*	January 8, 2025
• Contract execution	January 10, 2025

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. Proposers are encouraged to submit its proposal as early as possible, allowing enough time for technical difficulties that may be encountered in the BidNet ® system)* Please view the "**Electronic Vendor Registration Guide"** at https://www.gjcity.org/501/Purchasing-Bids for details. (The purchasing agent does not have access to or control the vendor side of RMEPS. If there are website or other problems that arise during response submission, the Proposer **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. Proposers 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:

Proposals should be limited to a maximum of 40 pages

A. Cover Letter: The Proposer(s) must submit a cover letter that succinctly explains its interest and expertise in providing the services outlined in this solicitation. The letter will include a summary of the Proposer's relevant qualifications and experience.

The cover letter must include the name, address, phone number, and email address of the Contractor's principal contact person, as well as identify the individual(s) authorized to make presentations and formal commitments on behalf of the Contractor. The letter shall bear the signature of the person having proper authority to commit the Contractor and specify its role and signature authority.

By submitting a response to this solicitation, the Proposer agrees to all requirements outlined herein, including compliance with all contractual, legal, and ethical standards related to the project.

B. Solicitation Response Form: The Proposer(s) shall complete and submit the attached Solicitation Response Form with its proposal.

C. Fee/Pricing Proposal: Complete and submit the Solicitation Response Form provided in Section 7.0, including **all-inclusive** rates as detailed in Section 4.2.8 and with full consideration of the fixed-rate requirement in Section 4.5. Attach

additional pages as necessary to specify unit rates or other relevant pricing details, ensuring a clear and comprehensive understanding of all costs.

D. Qualifications/Experience/Credentials/Capacity: The Proposer(s) must present qualifications, relevant experience, and credentials that demonstrate its capability as a reliable on-demand traffic control contractor. A successful proposal will highlight a proven track record of managing projects and events like those described in the Scope of Services, with a focus on responsiveness, safety, and efficiency.

The proposal should include:

- **Organization Chart**: Provide a clear organizational chart that identifies key personnel responsible for managing and delivering on-demand services, including the number of employees. Include details on everyone's role, relevant training, and certifications to demonstrate qualifications and expertise in traffic control services.

- **Contact Information**: Include contact details for normal business hours and after-hours, as well as specific email addresses or phone numbers for scheduling, the scheduling process, and billing inquiries.

- **Comprehensive List of Services**: A detailed overview of all on-demand traffic control services offered.

- **Relevant Experience**: Provide a history of successfully delivering on-demand traffic control services like those required in this solicitation. Include examples of past projects that demonstrate the ability to meet schedules and adapt to changing conditions. Specifically, describe the organization's experience in:

    - Managing traffic control in diverse environments, including but not limited to, roadways, non-roadway public rights-of-way, high-volume arterials, and interstate highways.

    - Setting up traffic control measures, flagging operations, and managing safety equipment on-site, as well as safely removing equipment after project completion.

    - Overseeing traffic control planning and managing work zones, with a proven track record of operating during regular business hours, overnight, weeknights, and holidays.

    - Providing written plans and traffic control diagrams.

    - Providing similar services to other municipal agencies.

- **Cost Reconciliation**: Describe experience in accurate reporting, invoicing, and cost reconciliation. Specify the expected timeline for when the requesting City employee will receive the invoice following the completion of an event or project.

- **Project and Event Support Standards**: Evidence of expertise in supporting projects and events, including adherence to timelines, maintaining high-quality standards, and following safety protocols.

- **Industry Standards and Best Practices**: Confirmation of compliance with industry standards and best practices, including any relevant certifications, licenses, or accreditations.

- **Technology and Innovation**: A description of any innovative technology or interactive methods used to enhance service quality and performance.

- **Customer Service and Communication**: Demonstrate strong customer service practices that ensure clear, transparent, and timely communication with the City throughout the contract. This should include a defined process for promptly addressing urgent requests. Emphasize the commitment to delivering consistent and reliable service, including standard response times for returning calls and replying to emails. Additionally, outline the timelines for delivering traffic control plans before an event or project, ensuring that the City receives the necessary documentation well in advance.

- **Quality Assurance**: A description of quality assurance policies, including methods for ensuring the highest standards in service delivery, evaluating the effectiveness of traffic control measures, and implementing continuous improvements.

- **Capacity and Resources**: Provide an overview of the organization's capacity to manage and complete on-demand traffic control, including available resources, staffing levels, equipment, and technology that will be utilized.

Proposer(s) are encouraged to include any additional information that showcases its ability to deliver effective on-demand traffic control services. This may include:

- **Client Testimonials**: Feedback from previous clients highlighting the Proposer's reliability, safety, and professionalism.

- **Performance Evaluations**: Metrics and data that demonstrate successful completion of similar on-demand projects.

- **Case Studies or Project Summaries**: Examples of previous work that align with the City's requirements, emphasizing the ability to manage unforeseen challenges effectively.

This section should establish confidence in the Proposer's ability to provide reliable, efficient, and safe on-demand traffic control services on an 'as-needed' basis, aligning with the City's standards and expectations.

E. Strategy and Implementation Plan: Proposer(s) shall provide a detailed strategy for delivering on-demand traffic control services to fulfill the objectives specified in this solicitation. The strategy shall demonstrate a thorough understanding of the City's goals and set forth a comprehensive plan for executing the Scope of Services. The Proposer(s) may submit a narrative or other suitable format to describe how each task will be addressed from initiation through completion.

The strategy shall identify any value-added components, such as innovative methodologies, advanced technologies, enhanced reporting capabilities, or additional support services that may improve the quality or efficiency of service delivery. The plan shall also include strategies for effective communication and engagement with City personnel, as well as any cost-saving measures or efficiency improvements the Proposer proposes to implement.

Additionally, the Proposer(s) shall include an implementation schedule specifying mobilization timelines, key milestones, anticipated response times, service availability, after-hours procedures and contacts, deadlines, deliverables, and the time and resources anticipated from City Project Managers. This plan shall demonstrate the Proposer's capability and readiness to meet the requirements and objectives of the solicitation.

F. References: Proposer(s) must provide at least three (3) recent and relevant references, preferably within Grand Junction, Colorado, or the surrounding area who can attest to the Contractor's experience in delivering services comparable in size, budget, scope, and complexity. These references preferably another municipal agency should validate the Contractor's capability to deliver services in line with the Scope of Services.

For each reference, include the following details:

(a) Client's Name and Address

(b) Point of Contact (Name, Telephone Number, and Email Address)

(c) Dates of Service

(d) Personnel Assigned to the Services/Work

(e) Description of Services/Work Provided

(f) Original Budget and Final Project Cost

(g) Explanation of Any Variations from Expected Outcomes or Deviations in Project Scope or Cost

This information will enable the City to thoroughly assess the Contractor's effectiveness, reliability, and transparency in providing comparable services.

G. Legal Proceedings/Lawsuits: Provide a comprehensive list of any legal proceedings or lawsuits involving the Contractor, its employees, or any subcontractors who may be delivering services to the City. This list should include all current litigation and its statuses, as well as any matter(s) that have been filed, settled, and/or otherwise adjudicated in the last five years. For each case, describe the underlying cause or reason for the action, along with the outcome or status.

H. Additional Data: Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Contractor. This may include details about specific expertise, innovative technologies, sustainability, approaches, or any other information that will enhance the evaluation of the Contractor's suitability to provide the Services outlined in this solicitation.

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 Proposer'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 Proposer, or Contractor in determining a final award(s), if any.

Evaluation Criteria & Weighted Values will be worth ninety (80) %

- **Responsiveness of Submittal to the RFP (10) %**
  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 Proposer'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 Proposer's demonstrated expertise in the successful execution and delivery of comparable Services. The Proposer showcased the ability to exhibit the requisite skill levels, certifications, and all other essential competencies necessary to deliver the services.
- **Strategy & Implementation (20) %**
  Proposer 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 D – Strategy and Implementation Plan for details.

The following Criteria shall be worth twenty (20) %

- **Fee/Pricing (20) %**
  All fees associated with the Services/Work are provided and are complete and comprehensive.

6.4. Shortlisting Proposers: 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 Proposers 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 Proposer(s) and will not engage in negotiations with lower-rated Proposer(s) unless negotiations with higher-rated Proposer(s) have been unsuccessful and are subsequently terminated. The selected Contractor 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 Proposer(s) to participate in a virtual, or in-person interview(s) if needed. Shortlisted Proposer(s) will be notified of the interview process, including format, duration, and location, following the RFP shortlist selection process.

6.7. Reference Checks: The City reserves the right to conduct reference checks with the top-ranked Proposer(s) to verify its past performance, reliability, experience, and ability to deliver the services outlined in this solicitation. These reference checks will help confirm the Proposer's qualifications, reliability, and adherence to project timelines and budgets, ensuring a successful relationship. In addition, the City reserves the right to check other references as it deems appropriate or in its best interests when evaluating the proposer's proposal.

6.8. Award: Proposer(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all the information submitted and/or presentations, if required, in selecting the Project Contractor.

Section 7.0. Solicitation Response Form

RFP-5532-24-KF
"On-Demand Traffic Control Services for the City of Grand Junction"

The Proposer must submit the entire form, either typed or printed, fully completed, dated, and signed

PRICES ARE ALL INCLUSIVE

Item Description: Personnel Rates, Equipment, Device Charges, and/or Additional Charges	Unit	Reg Hourly Rate	Night Hourly Rate	Weekend/ Holiday Rate
Traffic Control Supervisor	Per Hour			
Flagger	Per Hour			
Candles	Per Each			
Cones	Per Each			
Vertical Panels Including Lights	Per Unit			
Drums Including Lights	Per Unit			
Signs	Per Sign			
Variable Message Sign	Per Unit			
Barricades Type: _____	Per Unit			
Orange Plastic Fencing	Per Foot			
Metal Pedestrian Fence, 7-foot sections, state if other: Type: _____	Per Unit			
Arrow Board	Per Unit			
Water Barrier	Per Unit			
Mobilization within City limits	Per Unit			
Mobilization out of City limits	Per Unit			
Traffic Control Plans	Per Plan			
Emergency Road Closure including Detour	Per Closure			

Please add any additional fees or rates, including administrative, etc.				

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 Proposer 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 Proposer 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 Proposer 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 Proposer or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Proposer 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 Contractor to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Contractor, authorized to represent the Contractor, 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.
- The 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 Contractor acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

The Proposer is responsible for ensuring 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 Proposer. Before executing a Contract, the Proposer must furnish a completed W-9 form.

_____	_____
Entity Name	Authorized Agent Name, & Title
_____	_____
Authorized Agent Signature	Telephone Number
_____	_____
Address of Proposer	E-mail Address of Agent
_____	_____
City, State, and Zip Code	Date

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

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

The undersigned Proposer 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 Proposer 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 Proposer or with any competitor.