

Request for Proposal

RFP-5686-25-KF

Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center

Proposal Deadline

June 27, 2025, before 1:00 p.m. (Mountain Daylight Time)

Electronic Submission Only

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

Phttps://www.bidnetdirect.com/colorado/city-of-grand-junction

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually. For meeting access and participation details, refer to Section 1.8.

Purchasing Agent Contact

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

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Event and Details	Date	
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	May 30, 2025	
Deadline for Questions No questions will be accepted after the close of business on this date	June 16, 2025	
Final Addendum Issued (if applicable)	June 18, 2025	
Proposal Submission Deadline Electronic submission via BidNet® Direct only	June 27, 2025, before 1:00 p.m. MDT	
Evaluation of proposals Internal review by City-appointed committee	June 27 – July 7, 2025	
Interviews (if required) Virtual or in-person, by City invitation only	Week of July 14, 2025	
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	July 22, 2025	
City Council Approval (if required) For contracts meeting the approval threshold	August 6, 2025	
Contract Execution Contingent upon Council approval and funding availability	August 11, 2025	

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Community Recreation Center Information

Section 1.0: Administrative Information & Conditions for Submittal

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

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 soliciting proposals from qualified security system contractors to design, furnish, install, and commission a fully integrated turnkey security system for the new Community Recreation Center. The system shall enhance facility safety and security while delivering reliable, user-friendly access control for authorized personnel.

Due to ongoing construction and facility planning, timing, system integration compatibility, and coordination with stakeholders are critical to project success.

Section 4.0 of this solicitation outlines the project objectives, technical specifications, performance expectations, and facility-specific requirements ("Scope of Services"). All services must be delivered in full compliance with the terms and conditions specified in this solicitation and shall be incorporated into the resulting Contract, if any.

- **1.5.** The City: The City will act by and through its authorized representative(s).
- **1.6. Compliance:** By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that

might impact its/his/her understanding of the requirements, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.

- **1.7. Controlling Authority:** The 2024 version of the City <u>Procurement Policy</u> is controlling.
- **1.8. Submission:** Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must follow the specified formatting, content, and submission guidelines detailed therein.

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

Solicitation Opening, Security System Design, Equipment, and Installation for the New City of Grand Junction Community Recreation Center

Solicitation Number: RFP-5686-25-KF

Date/Time: June 27, 2025, 1:00 p.m. (America/Denver)

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

https://meet.goto.com/515334341

Or dial in using a phone.

Access Code: 515-334-341

United States: +1 (571) 317-3122

To join from a video-conferencing room or system:

Meeting ID: 515-334-341

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

Or dial directly: 515334341@67.217.95.2 or 67.217.95.2##515334341

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

https://meet.goto.com/install

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

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

- Public disclosure is also subject to the applicable provisions of CORA in the event the solicitation or resulting project is canceled.
- 1.10. Public Disclosure Record: If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.
- **1.11.** Collusion Clause: By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.12. Gratuities and Kickbacks: The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- **1.13.** Ethics: Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- **1.14. Altering the Proposal:** The Proposer must initiate any alterations before the opening date and time. Proposals may not be changed or amended after the submission deadline.
- **1.15. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- **1.16. Withdrawal of a Proposal:** A submitted proposal must be firm, valid, and binding for ninety (90) days following the submittal deadline and only before the contract award.
- **1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents: The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the

entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to the contract must be made through a duly executed Change Order or Contract amendment.

- 1.19. Questions Regarding Specifications or Scope of Services: All requests for clarification or interpretation of the Scope of Services, Work, or Specifications must be submitted in writing via email to the Purchasing Agent no later than the close of business on the inquiry deadline. The City is not obligated to respond to questions received after the deadline, and any responses provided will be at the City's sole discretion.
- **1.20. Acceptance of Proposal Content:** The Proposal selected by the City, if any, including all representations, commitments, pricing, and supporting documentation, shall be incorporated into and become part of the final Contract Documents. The City reserves the right to clarify or negotiate specific terms prior to contract execution.

Failure by the successful Proposer to accept or fulfill the obligations as outlined in the Contract, including those reflected in the submitted proposal, may result in the cancellation of the award and may disqualify the Proposer from consideration in future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the "Consultant," "Contractor," or "Firm," or other designation as specified in the Contract Documents.

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

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

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

1.22. Exceptions and Substitutions: All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

- **1.22.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- **1.22.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

1.23. Open Records/Confidential Material: All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, "**Proprietary or Confidential Information**" refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

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

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

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Proposer(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

1.24. Response Material City Ownership: All proposals submitted in response to this solicitation shall become the City's sole property upon receipt and will not be returned to the Proposer(s) except at the City's sole discretion. The City's rights are not affected by the selection, rejection, or disqualification of any proposal.

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved "Confidential Material" under Section 1.23.

- Disqualification or non-selection of a proposal shall not limit or negate the City's rights under this provision.
- **1.25. Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:
 - **1.25.1.** Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
 - A comparison of original schedules to actual completion dates
 - A brief explanation of the methods used to manage timelines and mitigate delays
 - **1.25.2.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
 - **1.25.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
 - **1.25.4.** Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
 - **1.25.5.** Ensure full compliance with the requirements outlined in Section 5.0. **Preparation and Submittal of Proposals**.
- 1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its/his/her responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service/Work.

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

- **1.26.1.** Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
- **1.26.2.** Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future Service/Work with the City until reinstated as a qualified Proposer.
- **1.27. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

- **1.28. Sales and Use Taxes:** The Contractor and all subcontractors must 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 Proposal(s) opening shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all received proposals will be formally acknowledged during the opening; however, following the nature of an RFP, only the names of the proposing entity will be disclosed. No pricing will be shared at that stage of the process.

Section 2.0: General Contract Terms and Conditions

- 2.1. Acceptance of Terms: Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.
 - If the Proposer's submission deviates in any way from the City's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.
- 2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the City and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Services/Work shall be performed and correlated its/his/her 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 specifications contained herein.
- **2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall obtain and pay for all permits, licenses, inspections, and fees required to complete the installation and commissioning of the security system in accordance with applicable laws and codes.

The Contractor is responsible for ensuring that all work performed complies with all applicable federal, state, and local laws, ordinances, building and electrical codes, fire safety regulations, and City of Grand Junction requirements governing the scope of work.

If the Contractor identifies any conflict between the Contract Documents and applicable regulatory requirements, the Contractor shall notify the City in writing prior to proceeding. The City will issue directions to resolve any such conflicts in the best interest of the project.

Failure to comply with applicable laws or to notify the City of known conflicts shall render the Contractor solely responsible for any resulting violations, fines, corrective work, or delay.

- **2.4.** Responsibility for those Performing the Services: The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.
- **2.5.** Payment & Completion: The Contract not-to-exceed amount shall constitute the maximum total compensation payable to the Contractor for the complete and satisfactory performance of all Services described in the Scope of Work. This includes, but is not limited to, system design, equipment procurement and installation, functional testing, staff training, and delivery of all required documentation.

No payments shall exceed the established not-to-exceed amount without prior written authorization from the City in the form of a formal contract amendment.

Upon full completion of the Work, the Contractor shall submit a written notice to the City's Project Manager indicating readiness for final inspection, along with a final, itemized invoice. The City will conduct a prompt inspection to confirm that all contractual requirements have been met, including:

- Installation and functionality of all specified system components
- Completion of system testing and verification
- Delivery of operations and maintenance manuals, and
- Completion of required staff training.

Final payment will be issued upon the City's determination that the Work is complete, acceptable, and in full compliance with the Contract Documents.

Partial payments may be issued for completed portions of the Work at the City's sole discretion, subject to submission of a detailed invoice reflecting progress made and materials delivered or installed.

All Services shall be performed in a professional and workmanlike manner, consistent with industry standards for commercial security system installation. The Work must comply with all applicable codes, laws, and regulations throughout the duration of the Contract.

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

The Contractor shall implement all necessary measures to safeguard the public, City staff, workers, and adjacent property from damage or injury arising out of or related to the installation and commissioning of the security system. Such measures may include, but are not limited to, the use of protective barriers, signage, controlled access zones, coordination with facility staff, and adherence to established safety protocols.

If any damage, injury, or loss to public or private property results directly or indirectly from the Contractor's acts, omissions, negligence, or failure to comply with the terms of the contract, the Contractor shall, at its sole expense, promptly restore the affected property to a condition equal to or better than its pre-existing state, to the satisfaction of the City.

If the Contractor fails to take timely corrective action, the City reserves the right to perform necessary repairs or mitigation and to recover all associated costs from the Contractor through direct reimbursement or withholding from payments due.

2.7. Changes in the Services: The City may request changes to the Services within the general scope of the contract, including additions, deletions, or other modifications. Such changes shall not invalidate the contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

- **2.8. Minor Changes in the Services:** The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.
- 2.9. Correction of Services: The Contractor shall perform all Services and provide all deliverables in accordance with the standards of care, skill, and diligence normally practiced by professionals performing similar work in the security systems industry. All Work shall comply with the requirements set forth in the Contract Documents and applicable codes and regulations.

If any portion of the Services/Work or deliverables is found to be defective, incomplete, or non-compliant with the Contract requirements, the Contractor shall, at no additional cost to the City, promptly correct or replace the deficient Work to meet the specified standards.

The Contractor shall bear all costs associated with correcting such non-conforming Work, including any additional services required by the City that result directly from

- the deficiencies. If the Contractor fails to take timely corrective action, the City reserves the right to remedy the deficiencies and recover all related costs through reimbursement, offset, or other lawful means.
- 2.10. Acceptance Not Waiver: The City's acceptance or approval of any Service(s)/Work provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or acceptance of, or remittance of payment for any service(s)/Work shall not be construed as a future waiver of any rights under the contract, nor shall it constitute a waiver of any potential claims arising from the performance under the contract.
- **2.11.** Change Order/Amendment: No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.
- **2.12. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval from the City.
- **2.13. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements and ethical standards governing the Services performed under the Contract.
 - The Contractor warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.
- **2.14. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.
- 2.15. Confidentiality: While performing Services under the contract, the Contractor may receive or have access to non-public information related to the City's facilities, operations, or security systems. The Contractor shall treat all such information as confidential and shall not disclose it to any third party without the City's prior written consent, except as required by law.
 - The Contractor shall take all reasonable precautions to safeguard confidential information and ensure that its employees, subcontractors, and agents do the same. This obligation shall survive the completion or termination of the Contract.
 - Nothing in this provision shall prevent the Contractor from complying with applicable public records laws; however, the Contractor shall provide the City with prompt written notice of any such request and cooperate with the City in seeking to protect exempt or sensitive information where appropriate.
- **2.16.** Conflict of Interest: No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation.

- Any potential conflicts must be disclosed and addressed under applicable laws and the City's policies.
- **2.17.** Cancellation of Solicitation: The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.18. Contract: This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when accepted by the City, shall constitute an enforceable agreement equally binding between the City and the Contractor. The Contract represents the entire integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, written or oral, including the solicitation documents. The Contract may be amended or modified only by an 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. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Contractor agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.
 - **2.20.2.** 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, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.21. Immigration Compliance: The Contractor certifies that it fully complies with the Immigration Reform and Control Act of 1986 and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.
- **2.22. Failure to Perform:** If the Contractor fails to fulfill its obligations under the contract—including, but not limited to, timely installation of equipment, adherence to specified technical standards, proper system configuration, provision of training and documentation, or compliance with coordination requirements—the City may, after providing written or documented oral notice, procure substitute labor, materials, or

services from alternate sources. The Contractor shall be responsible for any additional costs or damages incurred by the City due to such failure.

Given that this project involves the delivery of a security system intended to protect a public facility and ensure the safety of employees and patrons, performance failures that materially affect system functionality, compromise public safety, or interfere with the continuity or integrity of operations may result in immediate corrective action. This includes, but is not limited to, withholding payment, suspension of work, or termination of the Contract for cause, at the City's sole discretion.

The City may pursue progressive corrective actions when appropriate. However, the City reserves the right to take immediate action in cases where performance deficiencies pose a risk to safety, delay project milestones, or prevent successful commissioning of the security system in accordance with the project schedule.

- **2.23. Failure to Enforce:** The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.
- 2.24. Force Majeure: The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.
- 2.25. Indemnification: The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

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

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

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

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

2.27. Services and Work Product: All documents, drawings, plans, specifications, reports, system configurations, designs, calculations, models, data, manuals, training materials, and any other work product or deliverables developed, prepared, or produced by the Contractor in connection with the contract shall become the sole and exclusive property of the City of Grand Junction upon creation, whether in draft or final form. The Contractor shall retain no ownership, copyright, or proprietary interest in such materials.

All materials and information provided by the City to the Contractor during this engagement—including, but not limited to, technical data, facility drawings, site-specific information, or operational protocols—shall remain the exclusive property of the City. Such materials may not be used, disclosed, reproduced, or distributed by the Contractor for any purpose outside the scope of the contract without the City's express prior written consent.

These provisions shall survive termination or completion of the Contract.

- 2.28. Patents and Copyrights: The Contractor agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City 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 case 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) resulting from responding to this solicitation shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Solicitation and/or Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.
- **2.30.** Expenses: All costs incurred by the Contractor in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Contractor's sole responsibility and shall not be reimbursed or charged to the City.
- **2.31. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.
- 2.32. Public Funds and Non-Appropriation of Funds: Payment for services under the contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. The contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

- **2.33. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.
- **2.34. Default:** The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

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

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

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

2.35. Piggyback: Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Contractor and other governmental entities, the contract may be extended for use by additional agencies, subject to the specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall establish its own separate contract with the Contractor, issue its own purchase orders, be invoiced directly, make its own payments, and provide its own tax exemption certificates, if applicable.

It is expressly understood that the City is not a party to any contract formed between the Contractor and any other governmental entity under this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing the contract.

- **2.36. Definitions:** Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.
 - **2.36.1.** "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor's authorized

- representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.
- **2.36.2.** "City" means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- **2.36.3.** The "Contract Sum" refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

The Contract Sum may be structured as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, as defined in the Contract Documents. Any modifications to the Contract Sum shall be made under the provisions of the Contract and must be duly authorized by both Parties.

- **2.36.4.** A "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:
 - The Americans with Disabilities Act (ADA)
 - HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
 - The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
 - The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

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

- 2.36.5. "Key Personnel" refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- **2.36.6.** "Proposer" refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- **2.36.7.** "Project" or "Work" refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.

- **2.36.8.** "Services" include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- **2.36.9.** "Subcontractor" refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the contract. The term "Subcontractor" includes the subcontractor's authorized representatives.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance coverage from insurers rated A-or better by A.M. Best and authorized to do business in Colorado. The insurance shall provide sufficient coverage for 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, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the City. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall secure appropriate retroactive dates and extended reporting periods for any claims-made policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) Commercial General Liability

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

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

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

(b) Professional Liability Errors and Omissions

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

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

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

(c) Cyber Liability Insurance

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

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

The Contractor shall maintain Cyber Liability Insurance covering claims arising from data breaches, privacy violations, or unauthorized access, and failure to protect personally identifiable information (PII), employee records, or system credentials obtained while performing services under the contract.

This coverage shall remain in effect for the duration of the contract and for at least two (2) years after contract termination if remote access or user PII is involved.

- (d) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:
 - ONE MILLION DOLLARS (\$1,000,000) for each accident
 - Coverage must apply to all Contractor-owned, non-owned, and hired vehicles used in connection with the performance of the contract.
- (e) Workers' Compensation and Employers' Liability: At its own expense, the Contractor shall 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), (c), and (d) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. All such policies above shall be considered primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and non-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: The City of Grand Junction is seeking proposals from qualified security system contractors to provide all labor, materials, equipment, and services necessary to design, furnish, install, and commission a fully operational, turnkey security system for the new Community Recreation Center (CRC). The security system shall enhance the facility's safety and security, support day-to-day operational needs, and provide user-friendly access and emergency response capabilities for authorized personnel.

The selected Contractor shall be responsible for delivering a complete system that meets the performance and technical requirements outlined in this solicitation, including the installation of specified components, configuration of system controls, training of City personnel, and provision of all required documentation and warranties.

4.2. Background: In January 2021, the City of Grand Junction adopted its Parks, Recreation, and Open Space (PROS) Master Plan, which identified the development of a Community Recreation Center (CRC) as the top community priority. To support this initiative, voters approved a dedicated funding mechanism through a cannabis sales tax during the municipal election held on April 6, 2021.

Building upon this momentum, a comprehensive Community Recreation Center Feasibility Study was conducted throughout 2022. This planning effort, led by the City Council-appointed Parks and Recreation Advisory Board (PRAB), engaged the community through surveys, focus groups, and public meetings to evaluate and recommend the preferred facility location, amenity mix, funding structure, and building size.

On April 4, 2023, Grand Junction voters approved a ballot measure authorizing the design and construction of the new CRC. The architectural design team, led by Barker Rinker Seacat in partnership with Chamberlin Architects, was selected through a competitive RFP process in 2023. The design incorporates extensive public feedback gathered over several years.

A groundbreaking ceremony for the new facility was held on June 1, 2024, at Matchett Park, marking the commencement of construction. FCI Constructors was selected as the Construction Manager/General Contractor (CMGC) through a separate RFP process. They are responsible for managing the construction, which is anticipated to span approximately two years, with the grand opening scheduled for mid-2026.

The CRC will feature various amenities, including multiple pools, a gymnasium, fitness areas, community rooms, and spaces for physical therapy services in partnership with Intermountain Health St. Mary's Regional Hospital. The facility aims to serve all ages and interests, reflecting the community's input and needs.

4.3. Project Overview: The City is committed to ensuring a safe and secure environment for patrons, staff, and visitors. Therefore, the City is seeking proposals to provide a turnkey security system for the CRC that aligns with facility needs and future operational goals.

4.4. Scope of Services

4.4.1. System Design & Engineering: Contractor shall design a scalable, codecompliant security system tailored to the facility's needs.

4.4.2. Equipment Requirements:

- Provide and install three (3) touchscreen keypads (one each at the main entry, receiving door, and at the panel).
- Provide and install six (6) hard-wired or wireless panic buttons as shown on the GJCRC Security Sheets.
- Install a central security control panel with an integrated battery backup. Provide and install the backup batteries.

4.4.3. Connectivity & Integration:

- Ensure the system is compatible with the City IT infrastructure (confirm networking requirements, remote access, etc.).
- The Contractor shall coordinate with the City's IT Department to confirm network configuration requirements, IP assignments, and firewall policies.
- Coordination with other contractors or City staff for access control, power, or data.
- Alarm system dial-out shall be via a cellular device instead of a landline or network device.
- **4.4.4. Cutover & Acceptance Testing:** Prior to final acceptance, the Contractor shall conduct a system walkthrough with City personnel to verify component placement and demonstrate full system functionality. This shall include a live test of all installed panic buttons, keypads, alerts, and any integrated features.

Final system acceptance confirmation that:

- All components function as specified
- All contract deliverables have been received
- Required training has been completed
- No unresolved deficiencies remain

City acceptance will be confirmed through written approval issued by the City upon satisfactory completion of all requirements.

4.4.5. Documentation & Handover:

- Deliver O&M manuals (digital and hard copy).
- Provide as-built drawings showing component locations.

4.4.6. Training:

- Conduct on-site training for designated staff.
- Include a minimum of 2 training sessions with up to 10 participants each.
- **4.4.7. Warranty:** The Contractor shall provide a minimum one-year warranty covering parts, labor, workmanship, and all installed components. The warranty service shall include a response within 48 hours of notification
- **4.5. Deliverables:** The Contractor shall provide the following deliverables upon completion of installation and prior to final system acceptance. All materials shall be submitted in both electronic (PDF) and hard copy formats unless otherwise approved by the City:

4.5.1. Documentation Deliverables

• Complete as-built system drawings, showing the final installed locations of all devices, wiring paths, panels, access points, and power connections.

- Operations and Maintenance (O&M) manuals for all installed system components, including manufacturer specifications, recommended service intervals, troubleshooting procedures, and maintenance checklists.
- Warranty documentation detailing coverage periods, warranty start dates, included components, and contact information for service support.
- A comprehensive inventory and parts list, identifying all installed components by make, model, quantity, and physical location within the facility.

4.5.2. System Configuration Deliverables

- A User Access Credential Report documenting all users provisioned at the time of system commissioning. The report shall include usernames (or role identifiers), assigned access roles, credential types (e.g., PIN, badge, login), and the specific areas or system functions to which they are authorized.
- A summary of all system configuration settings, including administrative access levels, default credential changes, encryption protocols, and audit logging setup.
- Confirmation that all remote access configurations comply with IT Security policies for Remote Access, including VPN access and Okta multi-factor authentication, where applicable.
- **4.6. Performance Standards**: The Contractor shall complete installation, configuration, testing, and initial commissioning of the security system within **forty-five (45) calendar days** from the date of the City's written Notice to Proceed (NTP) based on the construction schedule, unless otherwise modified by a duly executed Change Order or written amendment.
- **4.7. Reporting Requirements:** The Contractor shall submit an equipment order confirmation within five (5) business days of placing the order, clearly identifying all components, quantities, and associated lead times for delivery. The Contractor shall also confirm the proposed delivery and installation schedule with the City's Project Manager.

Prior to procurement or installation, the Contractor shall submit a detailed system design and equipment layout for the City's review and written approval. No equipment may be installed without such approval. The design submittal shall include device types, quantities, and locations consistent with the attached security plan sheets.

During the installation phase, the Contractor shall provide biweekly progress updates to the City's Project Manager. Each update shall include, at a minimum:

- Status of completed and pending installation tasks
- Identification of any delays, issues, or deviations from the schedule
- Anticipated activities for the next reporting period
- Updated project schedule, if applicable

Progress reports shall be submitted via email and use the subject line: **CRC Security System – Biweekly Update [Date]**. Reports may include supporting photos or documentation upon request and should be formatted as a brief narrative or bulletpoint summary highlighting any notable incidents, schedule changes, or identified risks.

4.8. Site Access: The Community Recreation Center is currently under construction. Contractor personnel may be required to check in daily with the Construction Manager/General Contractor's (CMGC) site supervisor or designated security desk and must comply with all active construction zone safety protocols.

All Contractor personnel accessing the site shall always wear company-branded attire or clearly visible identification badges to indicate their affiliation. This requirement ensures visibility, accountability, and effective coordination with City staff, inspectors, and other contractors working on-site.

All personnel must complete the CMGC's required site safety orientation and adhere to all ongoing safety procedures throughout the duration of work.

The Contractor shall coordinate site access with the City's Project Manager at least 48 to 72 hours in advance. All site visits, deliveries, and work activities must be scheduled to avoid disruption to ongoing construction and must align with the overall project schedule.

Unless otherwise approved in writing, work hours shall be limited to 7:00 a.m. to 4:00 p.m., Monday through Friday.

4.9. Technology, Security, and Data Standards: All default credentials must be removed from all system components prior to acceptance. All passwords and authentication methods shall conform to the City's current password complexity and cybersecurity standards. The Contractor shall ensure that all authentication protocols are configured in full accordance with the City of Grand Junction's IT security policies before final system acceptance.

All data transmitted between system components, storage devices, and administrative interfaces shall be encrypted using industry-standard encryption protocols (e.g., AES-256 or equivalent). All system configuration changes, administrative access, and user activity shall be fully auditable and recorded in an access-controlled log accessible only to authorized City personnel.

The Contractor shall coordinate with the City's Information Technology Department prior to system commissioning to verify and document full compliance with access control and data security protocols.

4.10. Site Clean-Up and Waste Removal: The Contractor shall be responsible for the removal and proper disposal of all packaging materials, cardboard, trash, and debris generated during the delivery, installation, and commissioning of the security system. The site shall always be kept clean and orderly, and the area shall be restored to its original condition upon completion of the work. Disposal shall be performed in accordance with all applicable local regulations and facility requirements. The City will not provide on-site waste containers or disposal services.

- **4.11.** Lead Times and Delivery Schedule: The Proposer shall include in its proposal a detailed description of the anticipated lead times for all major equipment, materials, and system components required to complete the project. This shall include, but is not limited to:
 - **4.11.1.** Security control panels and keypads
 - **4.11.2.** Panic buttons and related wiring components
 - **4.11.3.** System software or licenses
 - **4.11.4.** Backup batteries and power supplies
 - **4.11.5.** Any specialized installation tools or equipment

Lead times shall be calculated from the date of Notice to Proceed (NTP) or purchase authorization and must include estimated shipping or manufacturing durations.

If any proposed component has a lead time exceeding **30 calendar days**, the Proposer shall clearly identify this and provide a mitigation plan to prevent schedule delays.

The City reserves the right to consider proposed lead times during its evaluation and may require revised delivery estimates or alternate components prior to the award.

4.12. Project Schedule: The Proposer shall submit a detailed project schedule identifying all key milestones, deliverables, and deadlines to support timely coordination and completion of the work.

Installation is expected to occur between **March and May 2026**, in alignment with the City's overall construction timeline. Coordination with the electrical subcontractor and submittal review shall begin immediately upon contract award.

Final testing and user training must occur in **late May through June 2026**, prior to final system acceptance. The schedule shall include all critical path activities necessary to meet this deadline, including material lead times, installation phases, configuration, and commissioning.

- **4.12.1.** The proposed schedule must include, at a minimum:
 - System submittal preparation and review (to begin immediately upon award and coordinated with the project's electrical subcontractor).
 - Material procurement and lead times, based on vendor order confirmation.
 - **Delivery and installation timeline** coordinated with the construction schedule.
 - System testing and commissioning, including City review and punch list resolution.
 - End-user training and final handoff, expected to occur May through June 2026, prior to facility activation.

The schedule shall align with construction phasing and must avoid disruption to other on-site activities. The City reserves the right to approve the final schedule and require adjustments as needed to ensure integration with the overall facility delivery.

4.13. Special Conditions/Provisions:

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

Kathleen Franklin, Purchasing Agent kathleenf@gicity.org

4.13.2. Key Staff Reassignment: Key personnel identified in the Proposer's submission shall be contractually committed to the project and may not be substituted or reassigned without the prior written consent of the City. This includes, but is not limited to, the designated project manager, lead installer, or any personnel deemed critical to the successful execution of system design, installation, or training.

Any proposed replacement personnel must possess qualifications and experience equal to or greater than those of the original individual and are subject to City review and approval. The City reserves the right to reject substitutions deemed not equivalent or unsuitable for the scope of work. Unauthorized substitutions may be considered a material breach of contract.

4.13.3. City Personnel Coordination and Submittal Review: Proposers shall clearly identify any anticipated coordination needs involving City personnel, including support for site access, scheduling, equipment staging, submittal review, and acceptance testing. The City reserves the right to evaluate and negotiate the level of staff involvement proposed to ensure efficient use of City resources.

All submittals, installation plans, documentation, and deliverables must be complete, accurate, and professionally prepared. The City will not be responsible for correcting errors or completing incomplete work on behalf of the Contractor.

If the City determines that excessive staff time is being spent reviewing submittals due to errors, omissions, or non-compliant materials, it reserves the right to:

- Require corrections at no additional cost,
- Withhold payment until acceptable revisions are received, or
- Seek reimbursement for the unreasonable time spent correcting or clarifying deficient deliverables.
- **4.13.4. Price Proposal:** Pricing shall be proposed as a **not-to-exceed amount**, as specified in this Solicitation. All pricing must be **comprehensive and all-inclusive**, encompassing every cost necessary for the complete and successful performance of the Contract. This includes, but is not limited to:
 - System design and configuration
 - Installation and commissioning
 - Labor, administration, and professional services

- Materials, equipment, hardware, and associated technology
- Coordination meetings and submittals
- Documentation, training materials, and reporting
- Travel, mobilization, fuel, equipment setup, and removal of debris
- Any incidental or indirect costs associated with the full scope of work

The City shall not be responsible for any costs beyond the agreed not-to-exceed amount. This includes, but is not limited to, taxes, shipping and delivery fees, insurance, interest, penalties, termination costs, legal expenses, or liquidated damages, unless expressly authorized in writing in the final Contract Documents.

The Proposer(s) shall submit its pricing using the **Solicitation Response Form** provided in Section 7.0. and include a separate, **fully itemized cost breakdown detailing all associated costs**.

All pricing submitted in response to this Solicitation will be considered subject to negotiation at the City's sole discretion.

4.13.5. Not-to-Exceed Compensation Limit: Compensation under the contract shall not exceed the total amount expressly authorized in the Contract Documents. The Contractor is responsible for monitoring progress and expenditures to ensure compliance with the authorized not-to-exceed (NTE) amount.

The City shall not be liable for any work performed or costs incurred beyond the NTE amount unless such an increase is authorized in advance and in writing through a duly executed Contract Amendment or Change Order.

The Contractor acknowledges and agrees that any work performed more than the authorized amount, even if undertaken in good faith or under the belief that such work was necessary, shall be at the Contractor's sole risk and expense. Verbal assurances or informal communications shall not constitute authorization to exceed the NTE limit.

Furthermore, the Contractor understands that the NTE amount is based on the successful completion of the Scope of Services and all required deliverables, not on estimated labor hours. Underestimating the level of effort required shall not serve as a basis for additional compensation or for relief from the Contractor's performance obligations.

4.13.6. Pricing Guarantee and Add-On Components: Proposers should include unit pricing in a clearly itemized schedule for common system components (e.g., panic buttons, card readers, keypads, cabling, etc.) to facilitate potential future additions during the one-year price guarantee period.

The Contractor agrees to honor all unit pricing and cost breakdowns provided in the comprehensive cost proposal for a period of **one (1) year** from the effective date of the Contract. This price guarantee shall apply to all original scope items as well as any additional system components, labor, or related services of a similar type and complexity that may be added to the project during the guarantee period.

All such additions must be **authorized in writing** by the City through a duly executed Contract Amendment or Change Order. Pricing for these additions remains consistent with the unit or itemized rates submitted in the original proposal. No additional markups, administrative fees, or escalation costs shall apply during the one-year period, unless otherwise agreed to in writing by the City.

This provision does not oblige the City to purchase any additional items but ensures consistent pricing for budgeted enhancements or scope modifications during the covered term.

- **4.13.7. Contract:** A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."
 - **4.13.7.1.** The Contract represents the entire agreement between the Parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract and all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

- 4.13.7.2. Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.
- **4.13.8. Project Manager:** The City's Project Manager (or designated Point of Contact) shall oversee, approve, and accept all Services/Work performed 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 the designated City representative at the following address.

Jim Stavast

Facilities Supervisor

City of Grand Junction, General Services

Email: jimst@gjcity.org Phone: (970) 244-1569

4.13.9. Contract Administrator: The Contract Administrator for the City shall be responsible for all matters related to the administration of the contract, including

issuances of amendments, modifications, change orders, or general contract interpretation. All such inquiries shall be directed to:

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

The Contract Administrator serves as the City's primary point of contact for all administrative matters related to the contract. This role does **not** include technical oversight or work acceptance, which remains under the authority of the designated Project Manager or City Point of Contact.

4.14. Contract Term and Renewal: The Contract shall become effective upon execution by both Parties and shall remain in effect through the completion and final acceptance of the turnkey security system, including any applicable warranty period, unless earlier terminated or amended in accordance with the terms set forth herein.

If a Proposer includes optional ongoing services in its proposal—such as support, software licensing, system monitoring, or maintenance—and such services are accepted by the City and incorporated into the final Scope of Services, the Contract may, at the City's sole discretion and subject to mutual written agreement, be renewed for up to three (3) additional one-year terms. Any renewal shall be contingent upon satisfactory performance by the Contractor and the annual appropriation of funds by the City Council.

This renewal clause shall only apply if the Contract includes optional ongoing services (e.g., system monitoring, software licensing, or maintenance).

Unless otherwise modified by a duly executed written amendment, all terms, conditions, and pricing provisions of the original Contract shall remain in effect during any renewal period.

Attachments

GJCRC Security Sheets

Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	May 30, 2025
Deadline for Questions No questions will be accepted after the close of business on this date	June 16, 2025
Final Addendum Issued (if applicable)	June 18, 2025

Proposal Submission Deadline Electronic submission via BidNet® Direct only	June 27, 2025, before 1:00 p.m. MDT
Evaluation of proposals Internal review by City-appointed committee	June 27 – July 7, 2025
Interviews (if required) Virtual or in-person, by City invitation only	Week of July 14, 2025
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	July 22, 2025
City Council Approval (if required) For contracts meeting the approval threshold	August 6, 2025
Contract Execution Contingent upon Council approval and funding availability	August 11, 2025

Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: https://www.bidnetdirect.com/colorado/city-of-grand-junction

- The platform offers both free basic registration and paid subscription plans. Free registration may take up to 24 hours to activate, so early registration and submission are recommended.
- Please refer to the BidNet Electronic Vendor Registration page.
- The City does not control or administer the vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603 before the proposal deadline.

Late submissions will not be accepted under any circumstances.

5.2. Proposal Format

To ensure a fair and consistent evaluation process, proposals must be submitted as a **single, searchable PDF** and organized according to the format outlined in Sections 5.3 through 5.8.

Proposals shall not exceed **twenty-five (25) pages**, excluding the required Solicitation Response Form (Section 7.0). Brevity and clarity are strongly encouraged. Promotional materials or unrelated brochures are discouraged and may not be reviewed. Proposals exceeding the page limit may be deemed non-responsive.

Proposals should:

- Clearly express interest in the project.
- Highlight relevant experience, qualifications, and capacity.
- Demonstrate an understanding of the Scope of Services and the ability to meet requirements.
- Be concise, well-organized, and focused

Failure to follow the required format or content guidelines may result in disqualification.

5.3. Cover Letter and Executive Summary

Proposers shall submit a cover letter succinctly describing its interest in the project, summarizing relevant qualifications, and capacity to perform the services outlined in this solicitation. The letter should also demonstrate the Proposer's understanding of the project and commitment to fulfilling the City's objectives.

The cover letter must include:

- A summary of the Proposer's relevant experience, expertise, and organizational capacity
- The name, title, address, phone number, and email address of the primary point of contact
- Identification of the individual(s) authorized to make representations and enter into binding agreements on behalf of the Proposer
- The signature of a duly authorized representative with legal authority to bind the proposing entity, including printed name and title.

By submitting a proposal, the Proposer certifies its agreement to comply with all requirements, conditions, and terms outlined in this solicitation, including adherence to applicable legal, professional, and ethical standards.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of its proposal. Only the completed form is required; do not return the entire solicitation document unless indicating exceptions, proposed modifications, or marked changes to the terms and conditions.

5.5. Fee Proposal

The Proposer must include a detailed fee proposal within the body of its submission, consistent with the requirements outlined in Section 4.13.4. The fee proposal shall include, but is not limited to:

- Itemized cost breakdown (e.g., labor, materials, equipment, travel, administrative fees, subcontractor costs).
- Billing structure, as specified in the solicitation (e.g., lump sum, hourly rates by classification, unit pricing, or not-to-exceed amounts).
- Any additional costs or fees relevant to the Scope of Work.

5.6. Capacity, Credentials, Experience, and Qualifications

Proposers must demonstrate the capability, expertise, and resources to successfully fulfill the Scope of Services/Work and serve as a contract provider to the City. Proposals should highlight:

- Relevant Experience Proven success in managing projects of similar size and scope, emphasizing project management, budgeting, scheduling, compliance, and operational efficiency.
- Key Personnel & Organization Identify roles, office locations, and relevant experience. The personnel listed will be contractually committed to the project and

may only be replaced with prior written City approval. An organizational chart is encouraged.

- Proposers may include up to [2] work samples or portfolio examples relevant to the Scope of Services, if applicable.
- Project Experience & References List recent relevant projects, prioritizing those most similar in scope. Include:
 - Project owner and reference contact
 - Project location and scope
 - o Design cost, construction cost (if applicable), and total project budget
 - Duration and completion date

5.7. Strategy and Implementation Plan

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

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

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

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

5.8. Experience and References

The Proposer(s) must demonstrate relevant and recent experience in delivering services or work of similar size, scope, and complexity to those described in this solicitation.

Proposers shall provide at least three (3) references from projects completed within the past five (5) years. References should reflect the Proposer's ability to deliver high-quality

results, manage challenges, adhere to budgets and schedules, and meet contractual obligations.

For each reference, provide the following information:

- Client Name and Address
- Point of Contact (name, phone number, and email address)
- Dates of Service
- Key personnel assigned, including specific roles in the project
- Describe the services or work performed, including any significant challenges and how they were addressed.
- Original budget and final project cost
- Explanation of any deviations from the original scope, budget, or expected outcomes

The City will use this information to evaluate the Proposer's reliability, problem-solving ability, and overall performance in delivering services comparable to those required under this solicitation.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review all qualified proposals based on the Proposer's ability to demonstrate the expertise, capability, and reliability necessary to perform the Scope of Services successfully. The committee will assess each proposal's integrity, responsiveness, and overall credibility to ensure confidence in contract performance.

6.2. Intent

Only Proposers who meet the qualification criteria will be considered. Proposals must clearly demonstrate the Proposer's ability to provide the services outlined in this solicitation.

6.3. Evaluation Summary

Proposals will be evaluated and prioritized based on the criteria, categories, and weighting described below. The City reserves the right to:

- Accept or reject any portion of a proposal
- Consider past performance on previous contracts with the City or other entities
- Make an award, if any, in the best interest of the City

6.4. Scoring Methodology

Evaluation committee members will independently score each qualitative evaluation criterion on a scale from 1 (low) to 10 (high) based on how well the proposal satisfies the requirements outlined in this solicitation. Final scores will reflect the weighted average across all criteria.

The pricing criterion will be evaluated separately using a formula-based scoring model to ensure fairness and objectivity.

6.4.1. Evaluation Criteria and Weighted Values (90%)

Evaluation Factor	Weight	Description
Responsiveness to Solicitation	5%	Completeness, clarity, and compliance with all RFP instructions, format, and submittal requirements.
Understanding of Services and Objectives	20%	Demonstrated understanding of the project's goals, including system functionality, installation

		coordination, site readiness, and operational outcomes.
Qualifications, Experience, and Capacity	25%	Demonstrated understanding of the project's goals, including system functionality, installation coordination, site readiness, and operational outcomes.
Strategy & Implementation	30%	Feasibility and clarity of the proposed design, installation, and training approach. Includes system configuration plan, lead time commitments, and risk mitigation.
System Integration, Compatibility, and Value Alignment	10%	Ability to streamline the proposed solution with the City's existing systems and infrastructure, including compatibility with the fire alarm system and related technologies.

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

The fee or pricing criterion will be evaluated separately from the qualitative criteria and will not be scored by the evaluation committee. Pricing will be scored using the following formula.

(Lowest Fee ÷ Proposer's Fee) × 10 = Score

- The lowest responsive not-to-exceed price will receive the full 10 points
- All other proposals will receive a proportionally lower score based on this formula.

All pricing must be **fully detailed**, inclusive of all costs, and consistent with the **Scope of Services**. Incomplete, ambiguous, or unbalanced pricing submissions may be disqualified or receive a lower score.

6.5. Shortlisting Proposers

The City will use the following process to shortlist proposals, but it reserves the right to modify this process if deemed in the City's best interest:

- Compliance Review: All proposals will be reviewed to ensure compliance with this solicitation's mandatory requirements. Non-responsive proposals will be eliminated from consideration. The Purchasing Agent may request clarification from Proposers if needed.
- **Evaluation and Scoring:** Evaluation committee members will independently review and score proposals based on the criteria. Scores will be compiled into an Evaluation Matrix to assist in ranking and prioritizing responsive proposals.

6.6. Experience and Reference Checks

The City reserves the right to conduct reference checks for the top-ranked Proposer(s) to verify past performance, reliability, and qualifications. Reference checks may include, but are not limited to, inquiries regarding:

- The Proposer's past performance on comparable projects and/or
- Adherence to project timelines, budgets, and contractual obligations; and/or
- Responsiveness, professionalism, and quality of work delivered.

The City may contact the references provided by the Proposer and/or other relevant sources familiar with the Proposer's performance. The City may also request copies of final reports or deliverables and, if applicable, conduct site visits to further assess the Proposer's capabilities and verify the information submitted in the proposal.

6.7. Interviews

At its discretion, the City may invite Proposers scoring within the top 85% to 100% for an interview (virtual or in-person) to evaluate further its qualifications, approach, and ability to fulfill the Scope of Services. The City reserves the right to adjust this threshold based on proposal quality and the number of competitive responses.

Shortlisted Proposer(s) will be notified if interviews are required. Interview dates will follow the schedule outlined in the #Tentative Calendar of Events. Proposers will receive details regarding:

- Interview format and expectations
- Duration and structure
- Location (virtual or in-person)

6.8. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer following the evaluation process. The City will not negotiate with lower-ranked Proposer(s) unless negotiations with higher-ranked Proposer(s) are unsuccessful and formally concluded.

If selected for negotiations, the Proposer may be required to submit revisions to its proposal, which may include, but are not limited to:

- Price adjustments or Best and Final Offers (BAFOs)
- Refinements to technical or scope-related components of the proposal
- Other modifications as reasonably requested by the City to ensure alignment with project goals and requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to serve the City's best interest.

6.9. Award

The City reserves the right to exercise full discretion in the evaluation and award process, and may take the following actions, as deemed in its best interest:

- Award a contract in whole or in part, or make multiple awards to more than one Contractor, including designating primary and secondary Contractors.
- Select the proposal option (e.g., full purchase, full lease, or hybrid) that offers the
 most advantageous value to the City, regardless of which alternative(s) are
 submitted by each Proposer
- Reject any or all proposals and waive any informalities, technicalities, or irregularities.
- Accept or negotiate elements from one or more proposals to meet budgetary or operational requirements.
- Consider a Proposer's past performance with the City or other public entities as part of the evaluation.
- Decline to make any awards if, in the City's judgment, it is in the best interest of the City to do so.

6.10. Contract Execution

- The selected Proposer must execute the contract within a specified timeframe after award notification. Failure to do so may result in a contract award to the next highest-ranked proposer or re-solicitation.
- The award is contingent upon funding availability and final City approval.

6.11. Notice of Intent to Award & Protest Procedures

- A Notice of Intent to Award may be issued before final contract execution.
- Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's <u>Procurement Policy</u>.

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Section 7.0. Solicitation Response Form

1) Total Not-to-Exceed Cost for Base Services

RFP-5675-25-KF Security System Design, Equipment, and Installation For the New City of Grand Junction Community Recreation Center

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

The Proposer agrees that the total cost listed below represents the all-inclusive Not-to-Exceed amount for all services described herein, inclusive of all requirements and deliverables outlined in this Solicitation.

٠,	Total Not-to-Exceed Gost for Base Gervices
	Numeric Amount: \$
	Written Amount:
	dollars.
	(Please spell out the full dollar amount, e.g., Two Hundred Fifty Thousand and 00/100 dollars.)
2)	Optional Annual Licensing, Monitoring, and Maintenance Services Total Not-to- Exceed Cost
	Numeric Amount: \$
	Written Amount:
	dollars.
	(Please spell out the full dollar amount, e.g., Two Hundred Fifty Thousand and 00/100 dollars.)
	The City reserves the right to accept any portion of the services to be performed at its discretion.
	The undersigned has thoroughly examined the entire Solicitation and submitted the

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

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

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

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

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

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

Total number of Addenda received:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.

RECEIPT OF ADDENDA

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

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

Additionally, the Proposer must submit:

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

Proposer Information and Authorization

Entity Name:	
Authorized Agent Name & Title:	

Authorized Agent Signature:	—
Telephone Number:	
Email Address of Agent:	
Business Address:	
City, State, ZIP Code:	
Date:	

Subcontractor Disclosure

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

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

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

The Proposer must attach supporting documentation confirming the qualifications, licenses, or certifications of each listed subcontractor, as applicable to its proposal.

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