



Request for Proposal

RFP-5759-25-KF

Pre-Employment Health Screening and Drug Testing Services for the City of Grand Junction, Colorado

Proposal Deadline

December 12, 2025, before 1:00 p.m. (Mountain Standard Time)

Electronic Submission Only

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

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

Important Notice

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

Virtual Solicitation Opening

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

Purchasing Agent Contact

Kathleen Franklin
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970-244-1513

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Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	November 14, 2025
Inquiry deadline No questions are accepted after the close of business on this date	December 2, 2025
Final Addendum Issued (if applicable)	December 5, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	December 12, 2025, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	December 12-19, 2025
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: Monday, December 29, 2025 Tuesday, December 30, 2025
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	December 31, 2025
Contract execution Contingent upon Council approval and funding availability	January 2, 2026

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Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This 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 is soliciting competitive proposals from qualified Contractors to provide pre-employment health screening services, including but not limited to drug and alcohol testing, physical examinations, and related occupational health evaluations for prospective employees. These Services will support the City's recruitment and hiring processes by ensuring a timely, reliable, and legally compliant evaluation of candidate fitness, thereby promoting a safe and healthy workforce.

While the primary focus of this solicitation is pre-employment testing and physical examinations, including public-safety evaluations that comply with NFPA 1582 and POST medical standards, the City may also, at its discretion, request additional occupational services such as random or post-accident testing on an as-needed basis under the same contract.

Section 4.0 of this Solicitation sets forth the Scope of Services, including project objectives, service delivery requirements, facility and technical specifications, and applicable performance standards. All Services shall be performed in strict accordance with the requirements of this Solicitation and incorporated into any resulting Contract.

- 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 [Procurement Policy](#) 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 adhere to the specified formatting, content, and submission guidelines outlined in this document.

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

Solicitation Opening: RFP-5759-25-KF

Pre-Employment Health Screening and Drug Testing Services

Date/Time: December 12, 2025, 1:00 p.m. (America/Denver)

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

 <https://meet.goto.com/683099141>

Or join the meeting by phone.

Access Code: 683-099-141

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

To join from a video-conferencing room or system:

Meeting ID: 683-099-141

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

Or dial directly: 683099141@67.217.95.2 or 67.217.95.2##683099141

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, termination of the contract, and potential legal consequences.
- 1.14. Alteration or Withdrawal of the Proposal:** Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the proposal due date and time stated in the solicitation. After the designated deadline, no modifications, amendments, or withdrawals will be accepted. All proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.
- Submitted proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the proposal's due date and may only be withdrawn prior to the execution of a contract.
- 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 best interest of the City.
- 1.16. 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.

1.17. Contract Documents: The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.

1.18. Questions Regarding Specifications or Scope of Work: All requests for clarification or interpretation of the Specifications or Scope of Services/Work must be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline specified in the solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.

1.19. Acceptance of Proposal Content: The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

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

1.20. 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-jeff>. 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.

1.21. 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:

1.21.1. Clearly state each exception in a designated section of its proposal, specifying the affected requirement.

- 1.21.2.** 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.

- 1.22. 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, thereby eliminating any claim of confidentiality.

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

- 1.22.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.22.2.** Upload confidential information as a separate document; and
- 1.22.3.** 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.

- 1.23. 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 1.22.

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

1.24. 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:

1.24.1. 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:

1.24.1.1. A comparison of original schedules to actual completion dates

1.24.1.2. A brief explanation of methods used to manage timelines and mitigate delays

1.24.2. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.

1.24.3. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.

1.24.4. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.

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

1.25. 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:

1.25.1. 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

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

- 1.26. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.27. 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.
- 1.28. 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.
- 1.29. Public Opening:** The proposal opening shall be conducted publicly in a virtual meeting immediately following the proposal deadline. Proposers, its/his/her representatives, and other interested parties are invited to attend.

To ensure transparency and procedural integrity, all proposals received in BidNet by the deadline will be formally acknowledged during the opening. In accordance with the nature of an RFP, only the names of the entities submitting proposals will be announced. No pricing details will be disclosed at this stage of the process.

Section 2.0. General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, 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 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 intent of the Contract Documents is 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, Licenses, and Regulatory Compliance:** The Contractor shall be responsible for obtaining and maintaining all licenses, certifications, governmental approvals, and registrations required for the proper performance of the Services. The

Contractor must provide all required notices and comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders of any public authority, including those of the City, that govern the performance of the Services.

If the Contractor identifies any inconsistencies or conflicts between the Contract Documents and applicable legal or regulatory requirements, the Contractor shall promptly notify the City in writing. The City will determine the appropriate resolution in the City's best interest.

Should the Contractor proceed with any Services knowing them to be non-compliant with applicable laws or regulations without providing written notice to the City, the Contractor shall assume full responsibility for any resulting consequences and bear all associated costs for corrective actions or penalties.

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: As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Contractor for performing the Services under the Contract. The Contractor shall submit itemized invoices monthly, reflecting the date of service, client identifier (applicant ID code or initials sufficient to link to City records without disclosing personally identifiable information), type of Service, unit cost, number of units provided, and extended totals, all at the agreed-upon rates.

The City shall review each invoice to confirm that the Services were performed in accordance with the Contract Documents. Upon verification, payment shall be processed as outlined in the Contract; provided, however, that the City may withhold payment for any Services that are disputed, non-compliant, or otherwise deficient until such matters are satisfactorily resolved.

All Services furnished by the Contractor shall be performed in accordance with generally accepted professional standards of practice, shall reflect the degree of skill, care, and diligence ordinarily exercised by Reputable Providers of such Services under similar circumstances, and shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders.

2.6. Protection of Persons and Property: The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons, property, and confidential information in connection with the performance of Services under this Contract. The Contractor shall implement and maintain all necessary precautions to safeguard data, applicants, employees, medical personnel, facilities, equipment, and records, including compliance with all applicable occupational health and safety standards, such as those promulgated by the Occupational Safety and Health Administration (OSHA), and all applicable privacy requirements, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Should any direct or indirect damage, injury, loss, or unauthorized disclosure of information arise from any act, omission, negligence, or misconduct of the Contractor in the performance of Services, or from the Contractor's failure to perform its

obligations, the Contractor shall, at its sole expense, promptly correct such condition and restore affected persons, property, or records to a condition acceptable to the City. If the Contractor fails to promptly remedy such damage, injury, loss, or disclosure, the City reserves the right to take corrective action and recover all associated costs from the Contractor.

The obligations of this Section shall survive termination or expiration of the Contract.

- 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 this Contract but may require an equitable adjustment to the Contract Sum or Contract Time.

No change shall be deemed authorized, approved, or binding until memorialized in a written Change Order executed by duly authorized representatives of both Parties. The Contractor shall not proceed with any change to the Services until a fully executed Change Order is in place.

Adjustments to the Contract Sum or Contract Time shall be made only in accordance with the terms and conditions of the Contract Documents, and no claim for additional compensation or extension of time shall be valid absent an approved, executed Change Order.

- 2.8. Minor Changes in the Services:** The City may, at its discretion, authorize minor changes to the Services that do not affect 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 furnish all deliverables in accordance with generally accepted professional standards, exercising the skill, care, and diligence ordinarily required of reputable providers of such Services under similar circumstances. If any Services or deliverables fail to conform to the requirements of the Contract, the Contractor shall, at its sole expense and without undue delay, correct such nonconforming Services or deliverables to meet the standards required by the Contract.

The Contractor shall bear all costs associated with correction, including any additional costs incurred by the City as a direct result of the nonconformance. Should the Contractor fail to promptly remedy deficiencies, the City may, after reasonable notice, take corrective action and recover all related costs from the Contractor, in addition to any other remedies available under the Contract or at law.

- 2.10. Acceptance Not Waiver:** The City's review, approval, acceptance, or payment for any Services under this Contract shall not constitute a waiver of, or otherwise relieve the Contractor from, its obligation to perform all Services in accordance with the standards of quality, integrity, and timeliness required herein. No act of approval, acceptance, or payment by the City shall be construed as a waiver of any rights or remedies available to the City, nor shall it bar the City from asserting claims arising from the Contractor's performance or nonperformance under this Contract.

- 2.11. Change Order/Amendment:** No oral statement, representation, or commitment by any individual shall modify, alter, or affect the terms, conditions, or specifications of this Contract. Any amendment, modification, or change order to the Contract shall be

effective only if made in writing and executed by the City's Contract Administrator in accordance with the City's established procedures. Executed amendments or change orders shall constitute the sole and exclusive method for altering the Contract.

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

- 2.13. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, regulations, ordinances, codes, and ethical standards governing the performance of Services under this Contract.

The Contractor represents and warrants that it is, and shall remain for the duration of this Contract, duly qualified, licensed, and authorized to perform the Services; that it possesses all necessary skills, credentials, and experience; and that all required licenses, permits, and certifications shall remain in full force and effect as required by law.

- 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:** The Contractor acknowledges that, while performing Services under this Contract, it may receive or have access to non-public, confidential, or sensitive information, including but not limited to applicant and employee medical, health, or personally identifiable information ("Confidential Information"). The Contractor shall strictly maintain the confidentiality of all such information and shall not disclose it to any third party except as required by law or as expressly authorized in writing by the City.

The Contractor shall implement and maintain administrative, technical, and physical safeguards consistent with applicable federal and state privacy and security laws, including but not limited to HIPAA, to protect against unauthorized use, disclosure, or access. The Contractor shall ensure that its employees, subcontractors, and agents comply with these obligations.

Any unauthorized disclosure, use, or access to Confidential Information shall constitute a material breach of this Contract and may subject the Contractor to liability, including all costs incurred by the City because of such breach.

- 2.16. Conflict of Interest:** No public official, officer, or employee of the City shall have any financial or personal interest, direct or indirect, in any Contract resulting from this solicitation. Any potential or actual conflict of interest shall be promptly disclosed to the City and managed in accordance with applicable federal, state, and local laws, as well as the City's procurement policies and ethical standards.

This provision is intended to protect the integrity of the City's procurement process and ensure the impartial administration of this Contract.

- 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 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Contractor agrees to:
- 2.19.1.** 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 job applicants, stating the provisions of this nondiscrimination clause.
 - 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.
 - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.20. 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.
- 2.21. Failure to Perform:** If the Contractor fails to perform its obligations under this Contract—including, but not limited to, the timely scheduling and completion of pre-employment drug tests and physicals, adherence to professional and industry standards, compliance with confidentiality and reporting requirements, or coordination with designated City representatives—the City may, after providing oral or written notice (with any oral notice documented in the contract file), obtain substitute services from alternate sources. The Contractor shall be liable for any additional costs, expenses, or damages incurred by the City as a result.
- In cases of nonperformance, the City may pursue progressive corrective action, as deemed appropriate. However, if the Contractor's failure materially impairs the City's hiring process, compromises the accuracy or confidentiality of applicant results, or disrupts the continuity and reliability of services, the City reserves the right to take immediate action, including suspension or termination of the Contract.
- 2.22. 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.

- 2.23. Force Majeure:** The Contractor shall not be held liable for any failure or delay in the performance of its obligations under this Contract to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, acts of God, war, terrorism, civil disturbances, strikes, fires, floods, epidemics, or government actions.

The Contractor shall provide prompt written notice to the City identifying the nature, expected duration, and anticipated impact of the force majeure event and shall make all reasonable efforts to mitigate its effects and resume performance as soon as practicable.

Delays or nonperformance by the Contractor due to a force majeure event shall not constitute default, provided that such delays are properly documented and communicated. If the event continues for more than thirty (30) consecutive days, the City reserves the right to terminate the Contract without penalty.

- 2.24. 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.

- 2.25. 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 that the City provides to its employees, including, but not limited to, health insurance, retirement benefits, or Workers' Compensation coverage.

- 2.26. Services and Work Product and City Ownership:** All records, reports, test results, data, documentation, and other materials or deliverables created, developed, compiled, or prepared by the Contractor while performing Services under this Contract ("Work Product") shall be and remain the sole and exclusive property of the City upon creation. The Contractor shall have no ownership, copyright, or proprietary rights in any such Work Product.

All information, data, records, or materials provided to the Contractor by the City, or obtained by the Contractor in connection with the performance of Services, shall likewise remain the exclusive property of the City. The Contractor shall not use, disclose, or distribute such information or materials for any purpose other than the performance of Services under this Contract, except as may be required by law or expressly authorized in writing by the City.

The obligations of this Section shall survive the termination or expiration of this Contract.

- 2.27. Patents and Copyrights:** The Contractor shall indemnify, defend, and hold harmless the City from and against any claims, demands, liabilities, costs, or expenses, including attorney's fees, arising out of or related to any alleged infringement of patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement in connection with the Contractor's performance of Services under this Contract.

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.

- 2.28. 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.

- 2.29. 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.

- 2.30. 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.

- 2.31. Public Funds and Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation of funds clause, 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.

2.32. 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.

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

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

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

2.34. 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 this Contract.

2.35. 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.

2.35.1. "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 who are responsible for fulfilling the obligations under the Contract.

2.35.2. "City" means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

2.35.3. The “Contract Sum” means the total amount payable by the City to the Contractor for the full and satisfactory performance of the Services, calculated in accordance with the unit rates, fees, or pricing set forth in the Contract Documents and based on the actual quantities of Services authorized and performed. The Contract Sum includes all labor, materials, equipment, professional expertise, reporting, and any other obligations necessary to perform the Services.

Any modifications to the Contract Sum must be made in accordance with the provisions of the Contract and duly authorized in writing by both Parties.

2.35.4. “Contract Time” means the period during which the Contractor is obligated to perform the Services under this Contract, beginning on the effective date specified in the Notice to Proceed or other written authorization issued by the City, and continuing through the date of completion, expiration, or termination as set forth in the Contract Documents. Contract Time may be extended or reduced only by a duly executed written amendment or change order.

2.35.5. 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.

2.35.6. “Functional Capacity Assessment (FCA)” refers to a standardized, job-related evaluation that measures an individual’s ability to perform specific physical tasks such as lifting, carrying, or bending.

2.35.7. “Key Personnel” means the specific individual(s) designated by the Contractor as essential to the successful performance of the Services, whose skills, knowledge, or experience are critical to fulfilling the requirements of this Contract. The Contractor shall notify the City in writing of any substitution or replacement of Key Personnel, and such individuals shall possess qualifications and experience equal to or greater than those of the personnel being replaced.

- 2.35.8.** “Medical Qualification Fit Test” refers to a comprehensive medical evaluation determining whether a candidate or employee meets the essential physical requirements of a position (distinct from an N95 or respirator fit test).
- 2.35.9.** “NFPA 1582” Refers to the *National Fire Protection Association Standard 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments*, which establishes the medical requirements for firefighter pre-employment and ongoing medical evaluations.
- 2.35.10.** “Oracle Fusion Cloud HCM” refers to the City’s enterprise Human Capital Management (HCM) system, which is used for recruiting, onboarding, and managing employee data.
- 2.35.11.** “POST” refers to the *Peace Officer Standards and Training* requirements established by the State of Colorado for law-enforcement officers, including medical and fitness-for-duty standards.
- 2.35.12.** “Proposer” means any individual, firm, or other legal entity submitting a Proposal in response to this Solicitation, including the submission of pricing, fees, and formal offers on behalf of such entity.
- 2.35.13.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.35.14.** “Public-Safety Evaluations” refers to medical or fitness assessments specifically for Fire and Police positions, including NFPA 1582 and POST-compliant physicals, vision, hearing, and functional testing.
- 2.35.15.** “Reputable Provider” means a contractor, firm, or individual that is duly licensed and certified as required by law to perform the Services, has demonstrable experience in providing comparable occupational health and drug testing services, performs in accordance with generally accepted professional standards of practice, and maintains a record of regulatory compliance, professional integrity, and ethical conduct.
- 2.35.16.** “SAMHSA-Certified Laboratory” refers to a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to perform federally regulated drug testing.
- 2.35.17.** “Secure Transmission” refers to the encrypted and protected electronic transfer of an applicant’s medical and testing results to the City, consistent with HIPAA privacy and security requirements.
- 2.35.18.** “Services” means all labor, professional expertise, facilities, equipment, supplies, testing materials, reporting systems, and other resources necessary for the Contractor to perform pre-employment health screenings, drug and alcohol testing, and related obligations as required under this Contract and the Contract Documents.
- 2.35.19.** “Subcontractor” means any individual, firm, or other legal entity that has a direct contractual agreement with the Contractor to perform a portion of the Services

under this Contract. The term includes the Subcontractor's employees, agents, and 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 policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Contractor's performance of Services under the Contract.

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

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

(a) Commercial General Liability

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

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

Coverage shall apply to premises, products, completed operations, bodily injury, property damage, personal and advertising injury, and contractual liability.

No exclusions for contractual liability

(b) Professional Liability/Medical Malpractice

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

Coverage shall be maintained continuously, or with an extended reporting period for at least five (5) years after completion of Services.

(c) Cyber Liability Insurance

Cyber Liability Insurance shall be required if the Contractor electronically stores, processes, or transmits applicant or employee data. Minimum coverage limits shall be:

ONE MILLION (\$1,000,000) per occurrence, and

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

Coverage shall include, at a minimum, claims arising from data breaches, privacy violations, unauthorized access to or use of personally identifiable information (PII), and related regulatory actions. Coverage shall remain in effect for the duration of the Contract and for at least one (1) year following its termination or expiration.

(d) **Automobile Liability**

ONE MILLION DOLLARS (\$1,000,000) combined single limit per accident

Applies to owned, non-owned, and hired vehicles used in the performance of the Services.

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

- Workers' Compensation: Statutory coverage as required under Colorado law.
- Employers' Liability: Minimum limits of **One Million Dollars (\$1,000,000)** each accident, each employee for disease, and policy limit for disease.
- Policy shall include a waiver of subrogation endorsement in favor of the City.

3.1. Additional Insured Endorsement: The **Commercial General Liability** and **Automobile Liability** policies required under this Contract shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds.

Each required policy shall provide primary coverage, 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 not contributory insurance to that provided by the Contractor.

The Contractor shall be solely responsible for any deductible losses under any policy required above.

3.2. ACCORD Certificate of Insurance: Certificates of Insurance evidence that all required coverages and endorsements shall be submitted to the City prior to the commencement of any Services or Work under this Contract

Each certificate shall:

- Reference the solicitation title and number
- Clearly identify all coverage limits, and
- Include copies of all required endorsements.

The Contractor shall maintain current Certificates of Insurance throughout the term of the Contract and shall provide updated certificates to the City upon renewal, replacement, or modification of any policy.

Section 4.0: Specifications and Scope of Work

4.1. Introduction/Background

The City of Grand Junction has historically contracted with occupational health providers to conduct pre-employment drug testing and physical examinations for new hires across multiple departments. These services are critical to ensuring positions are filled in a timely manner while maintaining a safe, productive, and legally compliant workforce.

The City seeks proposals from qualified contractors to provide pre-employment drug testing and physical examination services in support of its recruitment and hiring processes. The Services are intended to ensure compliance with applicable laws, promote workplace safety, and confirm candidate fitness for duty.

The City currently employs approximately 898 full-time employees and up to 400 part-time or seasonal employees. On average, the City hires 300 employees annually across various departments, including temporary and seasonal positions that support summer programs. These positions require timely post-offers, pre-employment drug screens, and, in some cases, physical examinations. (Note: pre-employment physicals are not required for all positions.)

Additionally, certain City positions, specifically within the Police and Fire Departments, require medical evaluations that comply with public safety standards, such as NFPA 1582 and POST medical guidelines. The Contractor must demonstrate the ability to perform these specialized examinations in accordance with established standards, while maintaining confidentiality and ensuring compliance with HIPAA regulations.

The City requires a Contractor with the capacity, expertise, and flexibility to provide pre-employment drug testing and physical examination services on an as-needed basis, ensuring that all hiring timelines are met without compromising accuracy, confidentiality, or compliance.

4.2. Objective

The selected Contractor will perform timely, accurate, and confidential drug tests and physical examinations in accordance with City policies, applicable federal and state regulations, and best practices in occupational health. This includes conducting specialized medical evaluations for Police and Fire personnel consistent with NFPA 1582 and POST medical standards, as applicable. Results shall be reported promptly to the designated City representatives, while maintaining strict confidentiality and compliance with all applicable privacy requirements. The Contractor's responsiveness and reliability will be crucial to the City's ability to onboard qualified employees promptly and maintain a safe and compliant workforce.

4.3. Scope of Services

The Contractor shall provide pre-employment health screening services on an as-needed basis, as requested by the City. All Services shall be performed in compliance with applicable federal, state, and local laws, including but not limited to HIPAA, OSHA standards, and Department of Transportation (DOT) requirements, where

applicable. Services for public safety positions, including Police and Fire, must meet NFPA 1582 and POST medical standards, as applicable.

The City reserves the right to make multiple awards if it is in the City's best interest. Different components of the services described in this section (e.g., pre-employment drug testing, public safety physicals, or other occupational health services) may be awarded to separate Contractors.

At a minimum, the Contractor shall be capable of:

- **Pre-Employment Services:** – Conducting drug tests and physical examinations for new hires, as applicable to the position. Proposers shall describe the types of drug and alcohol testing methods offered (e.g., urinalysis, breath alcohol, hair, oral fluid), physical examination processes, and related procedures. Proposers shall also describe its ability to perform specialized medical evaluations for Police and Fire personnel in compliance with NFPA 1582 and POST standards.
- **Ongoing / Random Testing** – Providing optional ongoing or random drug and alcohol testing services, *as requested by the City*. Proposers shall describe its capacity, procedures, and safeguards for administering these tests.
- **Post-Accident and Reasonable Suspicion Testing** – Conducting drug and/or alcohol testing following workplace incidents or upon reasonable suspicion, as requested by the City. Proposers shall describe its protocols for availability, timeliness, and secure reporting.
- **Physical Examination Components** - Providing physical examination services that may include vision and hearing testing, blood pressure measurement, pulmonary function testing, lifting or functional-capacity assessments, and other job-related evaluations as requested by the City. Proposers shall identify the available examination components and indicate which ones are included in the standard physical versus those billed separately.
- **Licensed Professionals and Certified Labs** – Utilizing qualified medical professionals and certified laboratories to perform all testing and examinations. Proposers shall identify its licensed staff (by role and number), Medical Review Officers (MROs), and provide documentation of laboratory certifications. All laboratory testing, including confirmatory testing, shall be performed by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or an equivalent federal certification agency.
- **After-Hours or Emergency Availability** - The City may occasionally require after-hours, weekend, or holiday testing in support of post-accident or reasonable suspicion situations. Proposers shall outline its ability to provide or coordinate such services, including response procedures and any applicable fees, should these services be requested under the Contract.
- **Timely Reporting** – Deliver written test results and medical examination summaries within required timeframes. Proposers shall describe its reporting process, secure transmission methods, and standard turnaround times. All

results must comply with HIPAA privacy and security requirements and be transmitted using encrypted electronic methods.

If technically feasible, the City may accept direct electronic delivery through a secure portal or compatible integration with the City's Oracle Fusion Cloud HCM system; however, such integration is not mandatory.

- **Confidentiality and Record Retention** – Maintain strict confidentiality of applicant information and records and retain such records as required by law and the Contract. Proposers shall describe its data security safeguards, record retention practices, and breach notification procedures. All records must be stored and transmitted using encrypted systems consistent with HIPAA privacy and security standards.

4.3.1. Required Components

Proposers shall describe the range of testing methods offered and the certifications of the staff and laboratories performing these services. At a minimum, proposals shall identify the types of drug and alcohol testing methods available (e.g., urinalysis, oral fluid, breath alcohol, hair), the physical-examination components offered, and the professional qualifications of personnel conducting medical evaluations. The proposer shall also provide evidence of SAMHSA laboratory certification and Medical Review Officer (MRO) credentials, as applicable.

4.3.2. Deliverables

Proposers shall describe the format, delivery method, and frequency for each required deliverable. Deliverables shall include, but are not limited to, test results, medical examination summaries, quarterly performance reports, and any data required for program monitoring or billing. All deliveries must be transmitted using secure, encrypted methods that are consistent with HIPAA privacy and security requirements and in a format accessible to the designated City representatives.

4.3.3. Performance Standards/Service Levels

The Contractor shall perform all Services in a timely, professional, and confidential manner consistent with industry standards and the City's requirements. Proposers shall describe in detail its **standard processes, procedures, and methods** for meeting or exceeding the service levels listed below. At a minimum, the Contractor shall be capable of providing:

4.3.3.1. Scheduling & Availability

- Appointments for pre-employment physicals and drug testing shall be made available within **three (3) business days** of request. Public safety examinations (NFPA/POST) should be scheduled promptly, taking into account the availability of both examiners and applicants.
- Walk-in or same-day appointments shall be provided for urgent needs when feasible.

- Appointments for Police and Fire candidates shall receive scheduling priority when requested by the City.
- *Proposers shall describe its scheduling process, communication methods (e.g., phone, online, or portal-based), facility hours, and procedures for priority and urgent requests.*

4.3.3.2. Turnaround Time for Results

- Drug test results shall be reported to the City within forty-eight (48) hours of specimen collection, unless confirmatory testing (e.g., GC/MS or LC/MS) is required. In such cases, the Contractor shall notify the City within twenty-four (24) hours that confirmatory testing is in progress and shall provide the typical and maximum expected turnaround time for confirmatory results.
- Physical examination results shall be reported to the City within **three (3) business days** of the examination.
- *Proposers shall describe its reporting process, methods of secure transmission, and typical turnaround times.*

4.3.3.3. Customer Service

- The Contractor shall designate a primary point of contact who will respond to City inquiries within one (1) business day.
- All applicants shall be treated with courtesy, professionalism, and confidentiality throughout the process.
- Applicant waiting times should generally not exceed thirty (30) minutes from the scheduled appointment time, except in extenuating circumstances communicated to the City.
- Proposers shall describe its customer service protocols, complaint resolution process, and applicant-facing procedures.
- Applicant satisfaction tracking or complaint logs shall be maintained by the Contractor and provided to the City on a quarterly basis.

4.3.3.4. Chain-of-Custody

- Strict compliance with all applicable chain-of-custody procedures for specimen handling and testing.
- Chain-of-custody documentation shall be maintained in accordance with federal and industry standards for workplace drug testing and available for City review upon request.
- *Proposers shall describe its chain-of-custody process, documentation, and staff training methods.*

4.3.3.5. Confidentiality

The Contractor shall maintain strict confidentiality of all applicant information and records in accordance with applicable privacy laws.

Proposers shall describe its procedures for protecting applicant confidentiality, managing record retention, and addressing data breaches.

Technical requirements related to electronic security and data transmission are addressed in Section 4.3.6, "Information Technology, Security, and Data Standards."

4.3.4. Reporting Requirements

Proposers shall describe in detail the reporting tools, systems, dashboards, or formats its able to provide, including:

- Types of standard reports available (frequency, content, formats)
- Ability to generate ad-hoc or on-demand reports upon City request
- Methods of secure electronic delivery (e.g., encrypted email, secure portal)
- Limitations, if any, on data granularity or availability
- Any value-added reporting features (e.g., applicant volume trends, compliance tracking)

The City may further define reporting requirements during negotiations based on the Proposer's capabilities and the City's operational needs.

4.3.5. Site Specifications, Access, and Facility Requirements

4.3.5.1. The Contractor shall maintain all necessary and industry-recommended materials, equipment, and facilities to perform Department of Transportation (DOT) and non-DOT drug screening and breath alcohol testing. Facilities shall also have the capability to conduct medical and physical evaluations for all job classifications, including public-safety positions, in accordance with NFPA 1582 and POST medical standards, as well as positions that require job-related functional capacity and lifting assessments (e.g., evaluations for 20-, 50-, 75-, and 100-pound loads). Facilities shall also include appropriate space and equipment for audiometric testing, distance- and color-vision screening (e.g., Snellen, Ishihara, or equivalent), respirator fit testing, pulmonary function testing, and other job-related medical evaluations as requested by the City. The Contractor shall employ sufficient qualified personnel, including trained technicians, to ensure the integrity, security, and proper chain of custody of all records and specimens. Personnel shall be trained in maintaining confidentiality of applicant medical information and in procedures consistent with HIPAA privacy standards.

4.3.5.2. The Contractor shall operate at least one collection site located within the City limits of Grand Junction, Colorado. Additional sites within Mesa County or mobile collection capabilities may be proposed as optional services to enhance accessibility. All collection sites must include secure, dedicated specimen-collection areas designed to maintain the chain of custody and prevent sample contamination or substitution.

4.3.5.3. Proposers shall describe its daily hours of operation and testing availability, including any extended hours beyond 5:00 p.m. or weekend availability.

Proposers shall also describe its process for scheduling and coordinating testing, including whether appointments may be made by phone, online, or through other methods. If the proposer provides after-hours or emergency testing, the response process and coverage area should be described.

- 4.3.5.4.** Proposers shall identify its primary facility location(s) and describe how the facility meets occupational health and safety standards, and ADA accessibility requirements. Facilities used for examinations shall include private areas for medical evaluations and ensure secure storage of medical and testing records.

4.3.6. Information Technology, Security, and Data Standards

The Contractor shall use secure systems for transmitting, storing, and reporting applicant medical and testing data. All electronic transmissions and stored data must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), applicable privacy laws, and industry-standard encryption protocols.

The Contractor's information systems shall include user authentication, audit controls, and data-retention procedures that prevent unauthorized access, disclosure, or alteration of applicant records.

Proposers shall describe its information technology systems, cybersecurity measures, and procedures for maintaining data integrity, encryption, and breach notification compliance. Proposers shall also identify whether its systems can interface or securely exchange data with enterprise human capital management (HCM) platforms such as the City's Oracle Fusion Cloud system, either through encrypted email, secure portal, or data-feed integration.

The Contractor shall notify the City's designated Privacy Officer within twenty-four (24) hours of discovering any suspected or confirmed data breach involving applicant or employee information and shall cooperate fully with the City in investigating and remediating the incident.

The Contractor shall retain electronic and paper records only as long as required by applicable law or the Contract and shall provide written certification of secure destruction upon request or upon contract termination.

4.3.7. Additional Information

- 4.3.7.1.** Identify subcontractors or third-party labs used for specimen testing. The Contractor shall remain fully responsible for the performance, data security, and compliance of all subcontracted services.
- 4.3.7.2.** Provide resumes/licensure for medical staff performing exams. Medical Review Officers (MROs) must be certified in accordance with applicable federal standards.
- 4.3.7.3.** Provide sample forms, reports, or screenshots of electronic portals, demonstrating the format and secure transmission methods used for reporting results. Examples should illustrate how data confidentiality is maintained and how City users would access results.

- 4.3.7.4.** Describe the appointment scheduling process, including how appointments are requested, confirmed, modified, and communicated to applicants and City staff. Indicate whether scheduling is supported through a secure online portal, automated system, or other electronic processes capable of exchanging information with the City's systems. Specify whether City staff or applicants may self-schedule and receive automated confirmations or reminders. Proposers are encouraged to provide screenshots or examples of scheduling tools, confirmation messages, and notification options. The City seeks to minimize manual processes such as faxing or emailing forms.
- 4.3.7.5.** Provide a proposed implementation and setup timeline outlining the steps required to begin services following contract award. The timeline shall identify key milestones such as establishing test panels, configuring physical exam protocols, setting up data-exchange or reporting systems, and orienting City staff to scheduling and reporting procedures. The proposal should specify the typical duration of each step, dependencies, and the roles of both the Contractor and the City in achieving a smooth transition. Proposers should also indicate any requirements or lead time needed from the City to ensure the timely commencement of services.

4.4. Special Conditions/Provisions:

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

Kathleen Franklin, Purchasing Agent

kathleenf@gjcity.org

- 4.4.2. Price Proposal Requirements:** The Price Proposal shall be **all-inclusive** and represent full compensation for all Services required under this Contract, including but not limited to labor, materials, equipment, travel, licenses, pharmaceuticals, administrative or collection fees, subcontracted laboratory costs, and any other associated expenses.

Proposers shall **complete and submit Attachment A – Price Proposal Form**, which will serve as the official pricing document for this proposal. Attachment A must include a comprehensive rate sheet detailing the following:

- **Unit Pricing for Standard Services** – Pricing for all standard services, including but not limited to pre-employment physicals, DOT physicals, drug and alcohol testing, laboratory tests, immunizations, audiograms, x-rays, and pulmonary function tests.
- **Drug and Alcohol Test Panels** – Pricing for each type of test panel offered (e.g., 5-panel, 10-panel, 12-panel, DOT, confirmation, or alternative specimen methods such as hair or oral fluid testing).
- **Functional Capacity and Lifting Assessments** – Separate pricing for each level of lifting or functional capacity assessment (e.g., 20 lb., 50 lb., 75 lb., and 100 lb.) and for any combined functional capacity evaluations offered.

- **Medical Qualification and Public Safety Exam** – Pricing for Police POST and Fire NFPA 1582 medical exams, as well as any re-evaluations, return-to-duty, or fit-for-duty physicals.
- **Associated Service and Specialized Evaluation Fees** – Include pricing for blood draws, vaccine administration, ergonomic assessments, and other specialized evaluations.
- **Pass-Through Costs** – Identification of any third-party laboratory or radiology fees, supported by documentation of the cost basis.
- **Optional Services** – Proposers are encouraged to include pricing for optional services not specifically listed that may benefit the City throughout the duration of the Contract. Examples may include wellness screenings, immunization clinics, ergonomic assessments, or other occupational health services aligned with the City's needs.

Such services, if accepted, will be incorporated into the executed Contract and available for use by the City on an as-needed basis. These items will not be scored as part of the evaluation but may be utilized during the Contract term or any subsequent renewal period at the City's discretion.

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

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

4.4.3. 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."

4.4.3.1. The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract, as well as all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

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

4.4.3.2. 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.

- 4.4.4. 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@gjcity.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.

- 4.5. Contract Term and Renewal:** The Contract shall commence on **January 1, 2026**, or on the date of full execution by both Parties, whichever is later, and shall remain in effect through **December 31, 2026**, unless earlier terminated or amended in accordance with the terms herein.

At the City's sole discretion and subject to a mutual written agreement, the Contract may be renewed for up to three (3) additional one-year terms. The renewal shall be contingent upon the Contractor's satisfactory performance and the annual appropriation of funds approved by the City Council.

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

Attachments

The following documents are incorporated by reference and are essential for understanding and fulfilling the Scope of Work. Proposers are responsible for reviewing all referenced materials prior to submitting a proposal. All services, work, and deliverables must conform to applicable specifications and be coordinated with the overall project requirements and schedule.

[Attachment A – Pricing Table](#)

Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	November 14, 2025
Inquiry deadline	December 2, 2025

No questions are accepted after the close of business on this date	
Final Addendum Issued (if applicable)	December 5, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	December 12, 2025, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	December 12-19, 2025
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: Monday, December 29, 2025 Tuesday, December 30, 2025
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	December 31, 2025
Contract execution Contingent upon Council approval and funding availability	January 2, 2026

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

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System:

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

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; therefore, proposers are strongly encouraged to register and upload proposals well in advance of the submission deadline.
 - For registration instructions, refer to the [BidNet Electronic Vendor Registration](#) page on the BidNet® Direct website.
 - The City does not control or administer the vendor's access to BidNet Direct. Proposers are solely responsible for ensuring a successful electronic 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 and Submission Requirements

Each proposal shall be submitted as **one (1) complete, searchable PDF document**, not to exceed **twenty-five (25) pages** in total length, excluding the required pricing documents and the Solicitation Response Form. The proposal must be clearly labeled with the **solicitation number and title** on the cover page.

To ensure a fair and consistent evaluation process, any material beyond the first twenty-five (25) pages will not be reviewed or scored.

Proposals must be clearly organized and indexed in the order outlined in Section 5.0 – Preparation and Submittal of Proposals, with section headings and subheadings corresponding to the requested response criteria. Adhering to this structure ensures a consistent, transparent, and objective evaluation by the Selection Committee.

Proposals should:

- Clearly express the Proposer's interest in providing Pre-Employment Drug Testing and Physical Examination Services to the City.
- Highlight relevant experience, credentials, and qualifications, including licensed medical staff, Medical Review Officer (MRO) certifications, and facility capabilities.
- Demonstrate a clear understanding of the Scope of Services, including chain-of-custody protocols, confidentiality/HIPAA compliance, customer service standards, and the capacity to meet required turnaround times.

- Provide a comprehensive but concise response that is well-organized, relevant, and free of extraneous marketing or promotional content.

Failure to comply with the specified format, organization, or page limit requirements may result in disqualification.

5.3. Cover Letter

Proposers shall submit a **cover letter** succinctly describing its interest in the project, summarizing relevant qualifications, and demonstrating capacity to perform the Services. The cover letter should reflect an understanding of the City's objectives and a commitment to meeting them.

The cover letter must include:

- A summary of the Proposer's relevant experience, expertise, and organizational capacity.
- The name, title, address, telephone 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 entity, including printed name and title of the signatory.

By submitting a Proposal, the Proposer certifies its agreement to comply with all requirements, conditions, and terms of the Solicitation, and to perform the Services in compliance with all 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. Price Proposal

The Proposer shall submit a detailed Price Proposal as part of its response, consistent with the structure and requirements outlined in Section 4.4.2. – Price Proposal Requirements.

All pricing must be completed using **Attachment A – Pricing Table**, which shall serve as the official rate sheet. Proposers may include additional fees or service items as necessary, provided such items are clearly identified.

5.6. Capacity, Credentials, Experience, and Qualifications

Proposers must demonstrate organizational capability, expertise, and resources to successfully perform the Services. Proposals should:

- Identify key personnel, including MROs, physicians, and support staff, and summarize its qualifications.
 - Describe facility resources and locations, testing capacity, and equipment to be used in providing Services.
 - Demonstrate compliance systems for chain-of-custody, HIPAA, and quality assurance.
 - Highlight relevant experience providing occupational health or municipal testing services, including any Colorado public-sector experience.
-

5.7. Strategy and Implementation Plan

Proposers shall provide a clear and comprehensive Service Delivery Plan addressing how all required Services will be performed, referencing Section 4.0 – *Scope of Services*.

At a minimum, the plan shall address:

- **Service Delivery Approach** – How Services will be provided from scheduling through reporting.
- **Communication & Coordination** – Methods for engaging with City HR staff, scheduling applicants, and resolving issues.
- **Customer Service & Applicant Experience** – Description of how applicants will be treated with professionalism, confidentiality, and efficiency, including scheduling options, average wait times, and complaint resolution procedures.
- **Implementation Schedule** – Timeline outlining key milestones, service availability, turnaround times, and deliverables.
- **Value-Added or Innovative Elements** – Any methods, technologies, or enhancements that improve accuracy, timeliness, or applicant experience.
- **Cost-Saving & Efficiency Measures** – Strategies to reduce overall costs while maintaining quality and compliance.

This section should clearly illustrate the Proposer's readiness and capacity to perform the Scope of Services in accordance with Section 4.0.

5.8. References

Proposers shall provide at least three (3) references for contracts of similar scope and complexity performed within the past five (5) years. References should demonstrate the Proposer's ability to provide reliable, compliant, and high-quality pre-employment screening and drug testing services.

Each reference shall include:

- Client name, address, and contact information.
- Dates and description of services provided.
- Volume and type of testing performed.
- Performance outcomes, such as turnaround times, compliance metrics, service quality, and customer satisfaction.
- Key personnel involved in the delivery of services.

Experience with public sector or municipal clients is preferred, as it demonstrates familiarity with government hiring processes, documentation standards, and compliance expectations. Colorado-based experience is also preferred but not required.

5.9. Legal Proceedings/Litigation

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

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

For each case, provide:

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

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

The City reserves the right to disqualify any proposer whose litigation history indicates a pattern of disputes, defaults, or claims of negligence

5.10. Additional Data (Optional)

Proposers may include additional information that directly enhances their qualifications or demonstrates added value to the City. This section is optional and should be limited to content that strengthens the proposal and supports the Scope of Services in Section 4.0. Examples may include:

- Specialized certifications in occupational health, Medical Review Officer (MRO) oversight, or regulatory compliance (e.g., HIPAA, DOT).
- Secure or automated scheduling systems, including self-scheduling options for applicants and automated appointment confirmations or reminders.
- Use of advanced technologies or reporting systems that improve confidentiality, accuracy, turnaround times, or applicant experience.
- Documented customer service initiatives, such as complaint resolution protocols, satisfaction tracking, or service-level guarantees.
- Innovative processes or tools that improve operational efficiency, enhance communication with City staff, or reduce administrative burden.
- Other distinguishing factors that demonstrate the Proposer's ability to provide high-quality, efficient, and applicant-friendly services

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An Evaluation Committee appointed by the City will review and evaluate all responsive proposals based on each Proposer's demonstrated qualifications, technical capability, experience, and reliability to successfully perform the Scope of Services.

The evaluation will focus on each Proposer's understanding of the City's pre-employment screening needs, including drug and alcohol testing, physical examinations, and related occupational health services. Emphasis will be placed on the Proposer's ability to deliver timely, accurate, confidential, and compliant services that support the City's hiring process and workforce safety objectives.

The Committee will also assess the responsiveness, clarity, and overall quality of each proposal to ensure confidence in the Proposer's ability to deliver dependable and professional services.

6.2. Evaluation Summary

Proposals will be evaluated and prioritized based on the criteria, categories, and relative weights outlined in Section 6.3.

The City reserves the right to:

- Accept or reject any or all proposals, in whole or in part, and waive informalities or irregularities when deemed in the City's best interest.
 - Negotiate scope, terms, and pricing with one or more Proposers following evaluation.
 - Consider past performance on contracts with the City or other public agencies.
 - Request clarification or additional information from any Proposer deemed necessary for evaluation purposes.
 - Make an award to one or more Proposers, or determine that no award will be made, at the City's sole discretion and in its best interest.
-

6.3. Scoring Criteria

The City will evaluate proposals using the following criteria and relative weights. Each Evaluation Committee member will independently score qualitative criteria on a scale of 1 to 10, where 1 represents an unsatisfactory response and 10 represents a highly qualified response that fully meets or exceeds the solicitation requirements.

Raw scores will be multiplied by the assigned weights to determine weighted category scores. The total of all weighted qualitative scores will represent each Proposer's qualitative total.

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

Evaluation Category	Description	Weight
Responsiveness to Solicitation	Completeness, organization, and adherence to all submission requirements and formatting instructions.	5%
Understanding of the Scope and City Objectives	Demonstrated understanding of the City's pre-employment screening and occupational health objectives; clarity in describing how services will ensure accuracy, confidentiality, and compliance.	15%
Capacity, Credentials, Experience, and References	Demonstrated qualifications and relevant experience providing similar services, including public-sector or municipal experience; qualifications of key staff (e.g., MROs, physicians, technicians).	25%
Strategy and Implementation Plan	Clarity and feasibility of the proposed service delivery model, including scheduling, communication, turnaround times, and reporting.	25%
Service Quality, Compliance, and Applicant Experience	Demonstrated ability to provide professional, confidential, and responsive service; adherence to HIPAA and chain-of-custody requirements; and commitment to positive applicant experience.	20%
Total Qualitative Score		90%

6.3.2 Curved Scoring Method

Following individual evaluations, the City will aggregate the weighted qualitative scores from all evaluators to determine each Proposer's total qualitative score.

The highest total qualitative score will normalize to ninety percent (90%), representing the top of the qualitative curve. All other Proposers' scores will be curved proportionally relative to this benchmark using the same ratio.

The resulting curved qualitative score will then be combined with the fee score (if applicable) to determine each Proposer's final composite score.

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

The Fee or Pricing Proposal will constitute **10%** of the total evaluation score. The proposer with the **lowest responsive cost** will receive full points, and all others will be scored proportionally using the formula:

$$(\text{Lowest Fee} \div \text{Proposer's Fee}) \times \text{Maximum Fee Points} = \text{Weighted Fee Score}$$

All pricing must be:

- Fully itemized and inclusive of all costs necessary for performance.
- Consistent with the Scope of Services and rate schedule; and
- Reasonable, balanced, and clearly supported.

Incomplete or unbalanced pricing may result in a reduced score or disqualification.

Pricing will be evaluated using the Rate Schedule submitted under Section 5.0 – Preparation and Submittal of Proposals.

6.4. Shortlisting Proposers

The City will use the process outlined below to develop a shortlist of Proposers for further consideration. The City reserves the right to modify this process if deemed in its best interest.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation. Proposals determined to be incomplete will not be evaluated further. The City's Purchasing Agent may request written clarifications from Proposers to resolve questions or to confirm understanding of the submittal.

Evaluation and Scoring

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weighting outlined in Section 6.3. Individual scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing the overall ranking and prioritization of Proposers.

6.5. Reference Checks

The City reserves the right to conduct reference checks for top-ranked Proposers to verify past performance, reliability, and service quality. Reference inquiries may include:

- Timeliness and accuracy of services.
- Responsiveness, professionalism, and communication.
- Compliance with confidentiality, HIPAA, and reporting requirements.
- Quality of applicant experience and problem resolution.

The City may contact both listed and independent references familiar with the Proposer's performance.

6.6. Interviews or Presentations (if requested)

At the City's discretion, Proposers scoring within the top eighty-five percent (85%) to one hundred percent (100%) of the overall evaluation may be invited to participate in interviews or presentations, conducted either virtually or in person, to further assess its qualifications, technical approach, and ability to fulfill the Scope of Services.

The City reserves the right to adjust this threshold based on the quality of proposals received and the number of competitive responses. Shortlisted Proposers will be notified in writing, and interview dates will correspond with the **Tentative Calendar of Events** included in this solicitation.

Proposers will receive advance notice detailing:

- The interview format and expectations.
- The duration and structure of the session; and
- The meeting location or virtual platform information.

Interview or presentation results may be used to adjust final evaluation rankings or confirm the recommendation for the award, *if any*.

6.7. Negotiations

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

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

- Pricing adjustments or submission of a Best and Final Offer (BAFO) to ensure fair and reasonable rates for all required services.
- Refinements or clarifications to service delivery methods, testing procedures, reporting processes, or scheduling systems.
- Modifications to operational or administrative components, including communication protocols, turnaround expectations, and compliance documentation.
- Adjustments to contract terms that may be necessary to align with the City's objectives, budget, and risk management requirements.

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to be in its best interest. The City reserves the right to discontinue negotiations, withdraw its intent to award, or initiate discussions with alternate Proposer(s) at any time prior to Contract execution.

6.8. Award

The City reserves the right to:

- Award one or more contracts, or designate primary and secondary providers, to ensure adequate service coverage, scheduling flexibility, and continuity of operations for pre-employment drug testing and physical examination services.
- Award in whole or in part or negotiate scope and pricing with one or more Proposers if such action is determined to be in the City's best interest.
- Reject any or all proposals, waive informalities or irregularities, and accept the proposal(s) deemed most advantageous to the City.
- Consider a Proposer's past performance and record of reliability, including prior work with the City or other public agencies, as part of the responsibility determination and final award decision.
- Withhold or decline award if, in the City's sole discretion, doing so is determined to be in the City's best interest or if funding is unavailable.

All awards shall be contingent upon the successful negotiation of a contract, verification of risk and insurance, and final City approval prior to execution.

6.9. Contract Execution

- The selected Proposer must execute the Contract within a timeframe specified in the City's award notification. Failure to do so may result in award withdrawal and consideration of the next highest-ranked Proposer or re-solicitation.
 - The award is contingent upon funding availability and final City approval.
 - Upon final approval, the successful Proposer(s) will be required to enter into a written contract with the City in the form provided.
-

6.10. Notice of Intent to Award & Protest Procedures

- The City may issue a Notice of Intent to Award before the final Contract execution to identify the Proposer(s) selected for award.
- Any formal protest of the intended award must be submitted in writing within the timeframe specified in the City's [Procurement Policy](#), following all applicable procedures and requirements therein. Protests must identify the specific provision(s) of the City's Procurement Policy which is alleged to have been violated and include all supporting documentation.

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Section 7.0. Solicitation Response Form

RFP-5759-25-KF

“Pre-Employment Health Screening and Drug Testing Services for the City of Grand Junction, Colorado”

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

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

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

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

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

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

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

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

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City’s tax-exempt identification number is **98-903544**. The

undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices

- The City of Grand Junction payment terms shall be Net 30 days.
- A prompt payment discount of _____ percent of the net dollar will be offered, to the City if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA

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

- **Total number of Addenda received:** _____

The Proposer is solely responsible for ensuring that all Addenda have been received, 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.

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