



## Request for Proposal

RFP-5764-25-KF

# Supervisory Control and Data Acquisition (SCADA) and Instrumentation & Control (I&C) Support Services for the City of Grand Junction Persigo Wastewater Treatment Plant

### Proposal Deadline

January 9, 2026, 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 1.9.

### Purchasing Agent Contact

Kathleen Franklin  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
970-244-1513

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Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	November 25, 2025
Non-Mandatory Pre-Proposal Meeting and Site Visit. <b>Please refer to Section 1.5.</b>	December 12, 2025, 2:00 p.m.
Inquiry deadline No questions are accepted after the closure of business on this date	December 18, 2025, COB
Final Addendum Issued (if applicable)	December 23, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	January 9, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	January 9-16, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: Thursday, January 29, 2026 Friday, January 30, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	February 3, 2026
Contract execution Contingent upon Council approval and funding availability	February 10, 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](mailto:kathleenf@gjcity.org)

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

**1.4. Purpose:** The City of Grand Junction, through its Wastewater Services Division, is soliciting proposals from qualified systems integrators and instrumentation and controls (I&C) service providers (collectively, the "Contractor") to provide Supervisory Control and Data Acquisition (SCADA) and I&C support services for the City's wastewater collection and treatment systems on an as-needed, on-call basis.

The purpose of this solicitation is to establish a contractual relationship with a qualified contractor capable of delivering responsive, professional, and technically proficient support. Services will include ongoing technical assistance, system modernization, and the implementation of cybersecurity enhancements to strengthen the reliability, resiliency, and operational integrity of the City's industrial control system (ICS) network and associated facilities.

Section 4.0 – Scope of Work defines the specific project objectives, service delivery expectations, technical requirements, and performance standards applicable to this engagement. All work performed under the resulting contract shall comply with the terms, conditions, and specifications contained herein and, in any documents, incorporated by reference.

**1.5. Non-Mandatory Pre-Proposal Meeting and Site Visit:** A non-mandatory pre-proposal meeting and site visit will be held to provide prospective Proposers with an

opportunity to gain a clear understanding of the project requirements, existing conditions, and the Scope of Work. Attendance is strongly encouraged, as the Persigo Wastewater Treatment Plant includes multiple process areas and remote system components relevant to this solicitation.

**Meeting Details:**

-  **Date:** December 12, 2025
-  **Time:** 2:00 p.m. (Mountain Time)
-  **Location:**

City of Grand Junction  
Persigo Wastewater Treatment Plant  
Starting in the Persigo Training Room  
2145 River Rd  
Grand Junction, CO 81505

**1.5.1. Important Notes**

- Attendance is not required to submit a proposal.
- Statements made during the meeting or site visit shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

- 1.6. The City:** The City will act by and through its authorized representative(s).
- 1.7. 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.
- 1.8. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.9. 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-5764-25-KF**

**Supervisory Control and Data Acquisition (SCADA) and Instrumentation & Control (I&C) Support Services for the City of Grand Junction Persigo Wastewater Treatment Plant**

**Date/Time: January 9, 2026, 1:00 p.m. (America/Denver)**

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

🔗 <https://meet.goto.com/598453501>

**Or join the meeting by phone.**

Access Code: 598-453-501

United States: [+1 \(872\) 240-3412](tel:+1(872)240-3412)

**To join from a video-conferencing room or system:**

Meeting ID: 598-453-501

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

Or dial directly: 598453501@67.217.95.2 or 67.217.95.2##598453501

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

🔗 <https://meet.goto.com/install>

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

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

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

**1.11. Public Disclosure Record:** If the Proposer knows 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.

**1.12. 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.

**1.13. 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.

- 1.14. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City 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.
- 1.15. Alteration or Withdrawal of the Proposal:** Any modification, revision, or withdrawal of a proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the proposal due date and time stated in the solicitation. After the 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.
- 1.16. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the best interest of the City.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.19. Questions Regarding Specifications or Scope of Work:** All requests for clarification or interpretation of the Specifications or Scope of Services/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.
- 1.20. 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.

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

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

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

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

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

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

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

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

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

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

- 1.23.1.** Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**".

- 1.23.2. Upload confidential information as a separate document; and
- 1.23.3. Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

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

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

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

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

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

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

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

- 1.25. **Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.25.1. Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
  - 1.25.1.1. A comparison of original schedules to actual completion dates
  - 1.25.1.2. A brief explanation of methods used to manage timelines and mitigate delays
- 1.25.2. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.

- 1.25.3. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.25.4. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
- 1.25.5. Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

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

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

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

- 1.26.1. Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
- 1.26.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future service or work with the City until reinstated as a qualified Proposer.

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

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

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

**1.30. Public Opening:** The proposal 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 executed by duly authorized representatives of both the City and the Contractor. By executing the Contract, the Contractor represents that it has thoroughly reviewed and familiarized itself with the conditions, requirements, and constraints under which the Services will be performed, and that it has correlated its observations, technical understanding, and expertise with the requirements of the Contract Documents.

The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and incidental items necessary for the proper execution and completion of the Scope of Services as defined herein.

**2.3. Permits, Fees, and Regulatory Compliance:** The Contractor shall be responsible for obtaining and paying all necessary permits, licenses, certifications, and governmental fees required for the proper execution and completion of the Services. The Contractor shall provide all required notices and shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations, including but not limited to those governing electrical work, environmental protection, industrial automation and control systems (IACS), and cybersecurity, as well as all applicable orders of any public authority having jurisdiction, including the City of Grand Junction.

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 course of action to reconcile such variances in the City's best interest.

Should the Contractor proceed with any Services knowing them to be non-compliant with applicable laws, codes, or regulations, and fail to provide written notice to the City, the Contractor shall assume full responsibility and liability for all resulting consequences and shall bear all associated costs for any corrective actions, penalties, or damages.

**2.4. Responsibility for those Performing the Services:** The Contractor shall be fully responsible and liable for the acts, omissions, negligence, or misconduct of its employee(s), subcontractor(s), agent(s), and any other individual(s) or entities performing any portion of the Services under the Contract.

All such individuals shall be considered agents of the Contractor, and its performance shall be deemed the responsibility of the Contractor to the same extent as if performed directly by the Contractor. The Contractor shall ensure that all personnel performing Services are qualified, properly trained, and competent to carry out the work in accordance with applicable laws, regulations, industry standards, and the requirements of the Contract.

The Contractor shall also ensure that all subcontractors and personnel comply with all applicable safety, confidentiality, and cybersecurity requirements established by the City for access to or work within its SCADA, Instrumentation & Control (I&C), and related operational systems.

**2.5. Payment & Completion:** As stated in the Contract, compensation to the Contractor shall be based on the approved rate schedule submitted in response to this solicitation and incorporated into the Contract. All Services shall be provided on a time-and-materials, as-needed basis, subject to an annual not-to-exceed budget established and authorized by the City. The not-to-exceed amount represents the maximum annual financial obligation of the City and may not be exceeded without prior written authorization through a duly executed amendment.

For each individual project or service request, the Contractor shall submit a defined Scope of Work (SOW) outlining the specific tasks, estimated labor hours, applicable labor classifications, and any anticipated materials or equipment required. The City shall review the proposed SOW and, if acceptable, issue an approved Purchase Order prior to the commencement of any work. No Services shall be performed, and no costs shall be incurred, without an approved Purchase Order in place.

Invoices shall be submitted in accordance with the approved rate schedule and shall include sufficient detail to identify the authorized SOW, labor categories, hours worked, materials used, and any approved reimbursable expenses. Each invoice must accurately reflect the Services performed and the costs incurred under the corresponding Purchase Order Number.

Partial or periodic payments may be issued for Services rendered and accepted during the billing period. Upon completion of any authorized SOW, the Contractor shall provide written notice confirming readiness for inspection. The City's Project Manager will review the work, and when the Services are verified as complete and in compliance with the Contract, payment shall be processed in accordance with City procedures.

All Services shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar technical Services. All work shall comply with applicable laws, ordinances, and regulations.

**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 the environment. The Contractor shall implement and maintain all necessary safety measures and precautions to protect the public, City employees, Contractor personnel, and property—both public and

private—from injury, damage, or loss arising out of or in connection with the performance of services under this Contract.

Such measures shall be included, but are not limited to:

- Compliance with OSHA, NFPA 70 (National Electrical Code), and NFPA 70E (Electrical Safety in the Workplace).
- Use proper lockout/tagout procedures and electrical isolation protocols.
- Safeguarding of all energized or hazardous equipment and confined spaces.
- Erection of protective barriers and posting of appropriate warning signage.
- Coordination with affected property owners and utilities prior to performing any work that may impact adjacent systems.
- The Contractor shall immediately report any incident resulting in injury or property damage to the City's Project Manager.

Should any injury, damage, or loss to persons or property—public or private—occur as a direct or indirect result of any act, omission, negligence, or misconduct of the Contractor, its agents, employees, or subcontractors, the Contractor shall, at its sole expense, promptly restore the affected area or property to a condition equal to or better than its pre-existing state, in a manner acceptable to the City.

If the Contractor fails to remedy such injury or damage within a reasonable time, the City may, upon written notice, take corrective action and recover from the Contractor all costs and expenses incurred as a result.

**2.7. Changes in the Services:** The City reserves the right to request changes, additions, deletions, or modifications to the Services within the general scope of the Contract. Such changes may include, but are not limited to, adjustments in task assignments, scheduling, deliverables, or technical requirements necessary to address operational needs or evolving system conditions.

No requested change shall invalidate the Contract; however, any such modification may require an equitable adjustment to the Contract Sum or Contract Time, as appropriate.

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

Adjustments to compensation or schedule shall be made only in accordance with the terms and conditions of the Contract Documents. Any claim for additional payment or extension of time made without prior written approval through a duly executed Change Order shall be deemed invalid and unenforceable.

**2.8. Minor Changes in the Services:** The City may, from time to time, authorize minor changes or adjustments in the Services that do not alter the Contract Sum, extend the Contract Time, or conflict with the intent of the Contract Documents. Minor changes may include limited modifications to task sequencing, reporting formats, or

technical adjustments necessary to maintain operational continuity of SCADA or I&C systems.

Such changes shall be issued by the City in written form (e.g., email) and shall not require execution of a formal Change Order, provided that the adjustment does not affect cost, schedule, or scope. The Contractor shall promptly implement any authorized minor change as directed.

The City shall have sole discretion to determine whether a change qualifies as “minor” under this provision. Any work performed beyond the scope of a minor change without written authorization shall be undertaken at the Contractor’s sole risk and expense.

**2.9. Correction of Services:** The Contractor shall perform all Services and provide all Deliverables in accordance with the Contract Documents, applicable laws, and prevailing industry standards of skill, care, and diligence expected of qualified professionals in the field of SCADA and I&C systems.

Should any Service, Deliverable, or portion thereof fail to conform to the requirements of the Contract, including errors in programming, configuration, integration, reporting, or documentation, the Contractor shall, at its sole expense, promptly correct or replace the non-conforming work to meet all contractual and technical requirements, including compliance with applicable ISA/IEC 62443, NIST SP 800-82, and manufacturer specifications.

All costs associated with the correction of non-conforming Services or Deliverables—including rework, retesting, reinspection, or additional coordination required by the City—shall be borne entirely by the Contractor. If the Contractor fails to remedy such deficiencies within a timeframe acceptable to the City, the City may, upon written notice, undertake or procure corrective action and recover from the Contractor all costs, losses, or damages incurred as a result.

**2.10. Warranty of Services:** The Contractor warrants that all Services performed and all Deliverables provided under the Contract shall:

- Conform to the requirements of the Contract Documents.
- Be free from defects in workmanship, programming, configuration, and materials.
- Be performed in accordance with prevailing professional standards of care for SCADA and I&C systems used in municipal utility operations; and
- Function as intended and integrate properly with the City’s existing control, communication, and monitoring infrastructure.

This warranty shall extend for a period of one (1) year from the date of the City’s written acceptance of the applicable Services or Deliverables, unless a longer period is otherwise specified in the Contract or provided by the manufacturer.

During the warranty period, the Contractor shall, at its sole expense and without delay, correct or replace any defective or non-conforming Services or Deliverables upon notification by the City. All associated costs, including labor, materials, travel, reinstallation, re-testing, and verification, shall be borne by the Contractor.

If the Contractor fails to remedy a defect or deficiency within a timeframe acceptable to the City, the City may, after written notice, perform or cause to be performed the necessary corrective work and recover from the Contractor all costs, losses, and damages incurred.

The warranties set forth herein shall be in addition to, and not in limitation of, any other warranties or guarantees provided by law, manufacturer, or the Contract Documents.

**2.11. Acceptance Not Waiver:** The City's review, approval, acceptance, or payment for any Services or Deliverables provided under this Contract shall not relieve the Contractor of its continuing obligation to perform in accordance with the Contract Documents and all applicable standards of quality, integrity, and timeliness.

No approval, acceptance, or payment by the City—whether partial or final—shall be construed as:

- A waiver of any right to require full and proper performance of the Contract.
- A waiver of any latent or subsequently discovered defects, errors, or deficiencies in the Services or Deliverables; or
- A release of the Contractor from any obligation or liability arising under this Contract or applicable law.

The City reserves the right to require correction of any non-conforming Services or Deliverables, and to pursue any and all remedies available under the Contract, notwithstanding any prior approval, acceptance, or payment.

**2.12. Cybersecurity and Data Integrity:** The Contractor shall implement and maintain appropriate cybersecurity and data protection measures to safeguard the City's SCADA, I&C, and ICS networks, equipment, and data from unauthorized access, use, disclosure, alteration, or destruction.

All Services performed under this Contract shall comply with current industry standards and best practices for cybersecurity and information assurance, including but not limited to:

- ISA/IEC 62443 – Industrial Automation and Control Systems Security
- NIST SP 800-82 – Guide to ICS Security
- CISA (Cybersecurity and Infrastructure Security Agency) and CIRSA guidance applicable to municipal control systems; and
- Applicable City of Grand Junction Information Technology and Security Policies.

The Contractor shall:

- Protect all City system credentials, configurations, and network data from unauthorized access or dissemination
- Ensure that any remote connections, software updates, or configuration changes are performed through secure, City-approved channels using current encryption and authentication protocols

- Promptly report any actual or suspected cybersecurity incident, intrusion, or data compromise to the City's designated representative within twenty-four (24) hours of discovery
- Cooperate fully with the City in any incident investigation, mitigation, or restoration effort; and
- Ensure that all employees, subcontractors, and agents with system access adhere to equivalent security obligations.
- The Contractor shall not install, connect, or modify any hardware or software within the City's network without prior written authorization.

Failure to comply with these cybersecurity and data integrity requirements shall constitute a material breach of the Contract and may result in immediate suspension of access privileges, corrective action, or termination for cause.

**2.13. Change Order/Amendment:** No oral statement, directive, or representation by any individual—whether made before or after execution of the Contract—shall modify, change, or affect the terms, conditions, specifications, or scope of the Contract.

Any alteration, addition, deletion, or other modification to the Services, including but not limited to changes affecting system configuration, software programming, hardware integration, cybersecurity protocols, or compensation, shall be effective only through a written Change Order or Contract Amendment executed by the City's Contract Administrator and duly authorized representative of the Contractor.

Such executed modifications shall constitute the sole method of altering the Contract and must comply with the City's established procurement and contract administration procedures. The Contractor shall not proceed with any changed or additional work until a fully executed Change Order or Amendment is in place.

**2.14. 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.

**2.15. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements, as well as recognized industry and ethical standards, governing the Services performed under the Contract. This includes, but is not limited to, laws and standards applicable to industrial control systems, electrical safety, data protection, and cybersecurity, such as those issued or referenced by OSHA, NFPA, NIST, ISA/IEC, and CISA, as applicable.

The Contractor warrants that it is fully qualified and authorized to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

**2.16. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction or contract by any federal, state, or local governmental agency or authority.

The Contractor further agrees to notify the City immediately in writing if, during the term of the Contract, it or any of its principals becomes subject to any such debarment, suspension, or ineligibility proceedings.

**2.17. Confidentiality:** The Contractor shall treat as confidential all non-public information disclosed by the City or obtained while performing Services under this Contract, including but not limited to system architecture, network configurations, access credentials, security procedures, operational data, and proprietary technical information related to the City's SCADA and I&C systems.

The Contractor shall not disclose, publish, reproduce, or otherwise disseminate such information to any third party without the prior written authorization of the City, except as required by law. The Contractor shall implement and maintain appropriate administrative, technical, and physical safeguards to protect all confidential and sensitive information from unauthorized access, disclosure, alteration, or destruction.

The Contractor shall ensure that all employees, subcontractors, and agents with access to such information are bound by confidentiality obligations at least as restrictive as those set forth herein. These obligations shall survive termination or expiration of the Contract.

**2.18. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.

**2.19. 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.

**2.20. 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.

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

**2.21.1.** 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.

**2.21.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that the Contractor is an Equal Opportunity Employer.

**2.21.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

**2.22. 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.

**2.23. Failure to Perform:** If the Contractor fails to fulfill any of its obligations under the Contract—including, but not limited to, timely response to service requests, adherence to technical and quality standards, maintenance of cybersecurity and system integrity, or compliance with reporting and coordination requirements—the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute services, work, or materials from alternate sources. The Contractor shall be liable for any and all additional costs, losses, or damages incurred by the City as a result.

In the event of nonperformance, the City may initiate progressive corrective actions, including written warnings, performance meetings, or suspension of service authorizations. However, if the Contractor's failure materially affects critical system operations, endangers public health or safety, compromises cybersecurity, or disrupts the continuity of City wastewater or SCADA services, the City reserves the right to take immediate action, including suspension or termination for cause of the Contract.

Such corrective or remedial actions shall not limit or waive any other rights or remedies that the City may have under the Contract or applicable law.

**2.24. Failure to Enforce:** The City's failure at any time to enforce or insist upon the strict performance of any provision, term, or condition of the Contract shall not be construed as a waiver of that provision or of the City's right to subsequently enforce or exercise such provision or any other rights or remedies under the Contract.

Any delay, omission, or forbearance by the City in exercising its rights or remedies shall not impair or affect the validity of the Contract, nor shall it preclude the City from taking enforcement action or pursuing remedies later in accordance with the terms of the Contract and applicable law.

**2.25. Force Majeure:** Neither Party shall be held liable for any failure or delay in the performance of its obligations under the Contract arising from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, legal strikes, lockouts, fires, riots, civil disturbances, acts of war or terrorism, governmental actions or restrictions, supply chain disruptions, or other unforeseen circumstances that render performance impossible or impracticable.

In such cases, the affected Party shall provide the other Party with prompt written notice of the force majeure event, including reasonable details regarding its expected duration and anticipated impact on performance. The Contractor shall make all reasonable efforts to mitigate delays or disruptions, including implementing temporary

or alternative measures to maintain essential SCADA and I&C operations where practicable.

This exemption shall not apply to the extent that nonperformance is caused by the negligence or willful misconduct of the Contractor or its agents, or if otherwise specified in the Contract.

**2.26. 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.

**2.27. 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.

**2.28. Services, Work Product and City Ownership:** All documents, drawings, plans, specifications, reports, concepts, designs, calculations, models, data, software code, configuration files, databases, programs, scripts, and any other materials or deliverables created, developed, or prepared by the Contractor—either independently or in conjunction with the City—under this Contract shall become and remain the sole property of the City upon creation. The Contractor shall have no ownership, copyright, or proprietary rights to such materials.

All Work Product shall be deemed “works made for hire” to the fullest extent permitted by law. To the extent any such Work Product is not deemed a work made for hire, the Contractor hereby irrevocably assigns to the City all rights, title, and interest, including any associated intellectual property rights, in and to all such materials and deliverables.

All information, data, software, and materials provided by the City to the Contractor shall remain the exclusive property of the City and shall not be used, disclosed, reproduced, or distributed by the Contractor for any purpose outside the scope of this Contract without the City's prior written authorization. Upon completion or termination

of the Contract, all City-owned materials and data shall be promptly returned or delivered to the City in a usable and accessible format.

**2.29. Patents and Copyrights:** The Contractor shall indemnify, defend, and hold harmless the City, its Officers, employees, and agents from and against any and all claims, actions, damages, losses, liabilities, judgments, costs, and expenses (including attorney fees) arising out of or resulting from any actual or alleged infringement of patent(s), copyright(s), trademark(s), trade secret(s), or other intellectual property rights by any materials, software, firmware, equipment, documentation, or deliverables provided or used by the Contractor in connection with the performance of this Contract.

In no event shall the City be liable to the Contractor for any damage, awards, costs of defense, or other expenses resulting from such claims or allegations.

If any portion of the Services or Deliverables is held to constitute an infringement, or if the City's use or operation of such materials is enjoined or otherwise restricted, the Contractor shall, at its sole expense and without delay, either:

1. Secure for the City the right to continue using the affected materials.
2. Replace or modify the materials to make them non-infringing while maintaining equivalent functionality; or
3. The Contractor's obligations under this section shall survive the completion, expiration, or termination of the Contract.

If the Contractor cannot promptly provide one of the remedies above to the City's satisfaction, the City may terminate the Contract for cause without penalty or further obligation.

**2.30. 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 under or related to the Contract shall be brought in the District Court, 21<sup>st</sup> Judicial District, Mesa County, Colorado. In the event of a conflict between the body of the Contract and any incorporated or referenced document, the provisions of this Contract shall govern and control.

**2.31. 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.

**2.32. 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.

**2.33. 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.

**2.34. 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.

**2.35. 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.

**2.36. 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.

**2.37. 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.

**2.37.1.** "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.

**2.37.2.** “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

**2.37.3.** The “Contract Sum” refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

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

**2.37.4.** “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.

**2.37.5.** 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.

**2.37.6.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.

- 2.37.7.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 2.37.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.37.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.37.10.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

## **Section 3.0: Insurance Requirements**

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance 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 from or related to the Contractor’s performance of Services under the Contract.

The 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 Contractor shall obtain and maintain appropriate retroactive dates and extended reporting periods for any claims-made insurance policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

**(a) Commercial General Liability**

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

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

Coverage shall apply to all premises, operations, products, completed operations, and contractual liability, and include severability of interests and waiver of subrogation in favor of the City.

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

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

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

Coverage shall include negligent acts, errors, or omissions in the performance of SCADA, instrumentation, control-system, or related engineering services.

Continuous coverage or an extended reporting period shall be maintained for at least five (5) years after completion of Services.

**(c) Cyber Liability Insurance**

TWO MILLION DOLLARS (\$2,000,000) per occurrence, and

TWO MILLION DOLLARS (\$2,000,000) aggregate, FIVE MILLION DOLLARS (\$5,000,000) Preferred for Contractors with access to City networks, servers, or personally identifiable information (PII).

Coverage shall include data breaches, privacy violations, ransomware, denial-of-service attacks, and unauthorized access to or use of City data and information.

Policy shall remain in effect for the duration of the Contract and at least one (1) year after termination

**(d) Automobile Liability**

ONE MILLION DOLLARS (\$1,000,000) combined single limit for bodily injury and property damage per accident, applicable to owned, hired, and non-owned vehicles used in performance of the Service.

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

At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Each policy shall include an endorsement that waives the insurer's right of subrogation against the City.

**3.1. Additional Insured Endorsement**

The **Commercial General Liability** and **Automobile Liability** policies shall name the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the 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**

Prior to commencing any Services, the Contractor shall provide ACCORD Certificates evidencing all required coverages and endorsements. Certificates shall:

- Reference the Solicitation title and number.
- Clearly identify all policy limits, effective dates, carrier information, and

- Include copies of all required endorsements.

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

Proof of insurance must be submitted and approved by the City before any on-site or remote access work begins.

## Section 4.0: Specifications and Scope of Work

4.1. **General/Background:** The City of Grand Junction, through its Wastewater Services Division, operates and maintains the Persigo Wastewater Treatment Plant (WWTP) and associated wastewater collection system, serving the City and portions of unincorporated Mesa County. The facility treats an average of 8 million gallons per day (MGD) with a design capacity of 12.5 MGD. The plant utilizes an extensive network of SCADA and I&C systems to monitor, control, and optimize operations throughout the treatment process. The collection system comprises 26 satellite lift stations, each equipped with remote monitoring and control components that require ongoing SCADA integration and support.

To support community growth, regulatory compliance, and operational efficiency, the City has initiated the Persigo WWTP Phase 1 Expansion Project, which will increase the facility's capacity to 15.0 MGD and modernize key process areas. Improvements include new screening and headworks equipment, a dewatering and biosolids storage building, additional aeration basins and blower building, a second ultraviolet disinfection system, upgraded electrical and communication infrastructure, and enhanced sitewide fiber-optic connectivity and network resiliency.

These capital improvements introduce new process control components, including Programmable Logic Controllers (PLCs), network architecture, and Human-Machine Interface (HMI) systems, all of which require integration and coordination within the City's existing Industrial Control System (ICS) environment. The expansion also provides an opportunity to implement enhanced cybersecurity controls and standardized system architecture across both legacy and newly constructed systems.

This solicitation seeks a Contractor capable of supporting both legacy and new control infrastructure while maintaining system integrity, operational reliability, and cybersecurity compliance. The City's goal is to establish an on-call contractual relationship with a qualified SCADA and I&C service provider to support:

- Integration of new process equipment and control infrastructure resulting from the Persigo WWTP expansion
- Ongoing maintenance, on-call troubleshooting, and modernization of existing SCADA and I&C systems; and
- Implementation of cybersecurity measures consistent with CIRSA, CISA, and ISA/IEC 62443 guidance to enhance reliability, resiliency, and system integrity.

The selected Contractor shall provide professional, responsive, and technically proficient support services to ensure seamless coordination between newly implemented systems and existing operational infrastructure.

#### **4.2. Scope of Services**

Proposers shall clearly describe its experience, technical capabilities, service approach, and resources to perform the Scope of Services outlined below. The selected Contractor shall provide professional SCADA and I&C support services on an as-needed basis. Services may include, but are not limited to, the following areas of work:

##### **4.2.1. On-Call Emergency Support**

The Contractor shall provide 24/7 on-call response and emergency support for SCADA and I&C system issues. Responsibilities include, but are not limited to:

- Providing 24/7 availability for emergency response and troubleshooting of SCADA and I&C system failures.
- Performing rapid remote and on-site diagnostics, repair, and recovery for software, programmable logic controller (PLC), and network communication failures.
- Establishing and maintaining defined response time targets and escalation procedures appropriate to the severity of each incident.
- Implementing and following communication protocols for incident reporting, status updates, and coordination with City personnel.
- Including in the proposal a brief example or summary of the Proposer's procedures for incident reporting, escalation, and client communications.

##### **4.2.2. Cybersecurity for ICS Networks and Facilities**

The Contractor shall support the City in strengthening the cybersecurity posture of its industrial control system (ICS) environment and associated infrastructure. Services may include, but are not limited to:

- Performing annual or periodic cybersecurity assessments of the City's ICS networks, remote telemetry units (RTUs), and process control systems.
- Identifying, documenting, and recommending mitigations for system vulnerabilities in alignment with CIRSA, CISA, and other applicable industry guidance (e.g., ISA/IEC 62443).
- Providing clear deliverables and documentation, including assessment reports, prioritized recommendations, and implementation support for approved improvements; and
- Assisting the City in secure architecture planning, system hardening, and configuration of existing and new control system components.

Proposers shall include a summary of its experience performing ICS cybersecurity assessments and system improvements, particularly for municipal or utility environments.

#### **4.2.3. SCADA and I&C Support and Modernization**

The Contractor shall provide ongoing support and modernization services for the City's SCADA and I&C systems. Services may include, but are not limited to:

- Provide HMI programming and configuration to ensure consistent, intuitive, and user-friendly operator interfaces across all facilities.
- Performing PLC programming, troubleshooting, and data management to support reliable and efficient control operations.
- Assisting with the integration and consolidation of remote sites, field devices, and operator interfaces from multiple vendor platforms into a unified, City-managed system.
- Supporting the development or hosting of a secure in-house remote operator data portal, designed for safe and efficient remote access to authorized users.
- Recommending best-practice service models, staffing approaches, and technology strategies to enhance long-term system reliability, maintainability, and standardization.

Proposers shall describe their experience supporting and modernizing SCADA and I&C systems for municipal or utility clients, including examples of prior system integration or modernization projects.

#### **4.2.4. Compliance with Standards**

The Contractor shall perform all work in accordance with applicable federal, state, and local regulations, and in conformance with recognized industry standards governing SCADA, instrumentation, control systems, and cybersecurity for municipal wastewater operations.

All services, equipment, and deliverables shall meet or exceed current professional and technical standards, including those established by ISA/IEC 62443, NIST SP 800-82, and CIRSA/CISA cybersecurity guidance, as applicable. The Contractor shall remain responsible for ensuring compliance with all manufacturer specifications and accepted engineering practices throughout the term of the Contract.

#### **4.2.5. Contractor Qualifications**

Proposers shall demonstrate experience and technical capability by providing:

- A minimum of five (5) years of relevant experience supporting municipal or utility SCADA and I&C systems.
- A list of key personnel with applicable certifications and technical expertise (e.g., Allen-Bradley, Ignition, Wonderware, Modicon, etc.).

- Descriptions of similar projects, including scope, complexity, and client references.
- A summary of company resources available for local and remote support.
- Contractors holding current certifications such as CSIE (Certified SCADA/ICS Engineer), ISA/IEC 62443 Cybersecurity Specialist, or comparable credentials are preferred

#### **4.3. Special Conditions/Provisions:**

##### **4.3.1. Questions Regarding the Solicitation Process or the Scope of Services:**

All questions regarding this solicitation shall be submitted by email only to:

Kathleen Franklin, Purchasing Agent  
Email: [kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

##### **4.3.2. Non-Mandatory Pre-Proposal Meeting and Site Visit:** A non-mandatory pre-proposal meeting and site visit will be held to provide prospective Proposers with an opportunity to gain a clear understanding of the project requirements, existing conditions, and the Scope of Work. Attendance is strongly encouraged, as the Persigo Wastewater Treatment Plant includes multiple process areas and remote system components relevant to this solicitation.

###### **Meeting Details:**

-  **Date:** December 12, 2025
-  **Time:** 2:00 p.m. (Mountain Time)
-  **Location:**

City of Grand Junction  
Persigo Wastewater Treatment Plant  
Starting in the Persigo Training Room  
2145 River Rd  
Grand Junction, CO 81505

###### **4.3.2.1. Important Notes**

- Attendance is not required to submit a proposal.
- Statements made during the meeting or site visit shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.

##### **4.3.3. Key Staff Reassignment:** Key Personnel identified in the Proposal are deemed essential to the satisfactory performance of the Contract and shall be contractually committed to the project. The Contractor shall not reassign, substitute, or otherwise remove any Key Personnel without the prior written authorization of the City.

If reassignment or substitution becomes necessary, the Contractor shall notify the City in writing no later than five (5) business days prior to the proposed change, or as soon as practicable in the event of an unforeseen circumstance. The written request shall include.

- A detailed explanation for the change; and
- The qualifications and experience of the proposed replacement personnel.

Any proposed replacement must possess qualifications and experience equal to or greater than those of the individual being replaced. No reassignment shall be effective until the City has provided written authorization.

#### **4.3.4. Fee/Price Proposal Requirements**

Proposers shall provide a detailed **Rate Schedule** identifying all applicable labor classifications and corresponding **all-inclusive hourly rates** for services provided under the Contract. Each rate shall include, but not be limited to, wages, overhead, profit, travel, equipment, technology use, and any other direct or indirect cost necessary to perform the work.

The Rate Schedule shall clearly identify:

- Labor categories (e.g., Project Manager, Senior Controls Engineer, SCADA Programmer, Field Technician).
- Standard hourly rates and any applicable rates for after-hours, weekend, or emergency response services.
- Minimum billing increments or call-out charges, if applicable.
- Distinction between on-site and remote support, if pricing differs; and
- Any authorized reimbursable items proposed for separate billing (e.g., specialized materials or third-party software).

All pricing shall be **comprehensive and all-inclusive**, encompassing all costs necessary for successful performance under the Contract, including but not limited to

- Labor, supervision, administration, and professional services
- Materials, consumables, and equipment usage
- Communication, documentation, and reporting
- Travel, mobilization, fuel, setup, and demobilization
- Software, diagnostic tools, and technology resources required for service delivery
- Any other costs necessary for full performance in accordance with the Scope of Work

All hourly rates shall remain **firm for the initial contract term and any authorized renewals**. The City shall not be responsible for any additional costs

beyond the agreed rates and approved reimbursable expenses, including but not limited to taxes, shipping, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless expressly authorized in writing by the City and incorporated into the Contract.

All fees and pricing submitted in response to the solicitation shall be considered subject to negotiation at the City's sole discretion.

**4.3.5.** **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."

**4.3.5.1.** 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.

**4.3.5.2.** 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.

**4.3.6. Project Manager:** The City's Project Manager shall oversee, approve, and accept all Services/Work performed within the Scope of Work.

During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to the designated City representative at the following address.

Aaron Rice  
Wastewater Services Manager  
City of Grand Junction  
Persigo Wastewater Treatment Plant  
2145 River Rd  
Grand Junction, CO 81505

**4.3.7. Contract Administrator:** The Contract Administrator for the City shall be responsible for all matters related to the administration of the contract, including issuances of amendments, modifications, change orders, or general contract interpretation. All such inquiries shall be directed to:

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

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

**4.4. Contract Term and Renewal:** The Contract shall become effective upon full execution by both Parties and shall remain in effect through **December 31, 2026**, unless earlier terminated or amended in accordance with the terms and conditions set forth herein.

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

Unless otherwise 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.

#### **4.5. Attachments**

No attachments are included in this solicitation. All requirements, specifications, and conditions necessary to prepare a proposal are contained within the body of this RFP. If any supporting documents or exhibits are issued later, they will be provided through an addendum posted on BidNet® Direct.

### **Tentative Calendar of Events:**

<b>Event and Details</b>	<b>Date</b>
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	November 25, 2025
Non-Mandatory Pre-Proposal Meeting and Site Visit. <b>Please refer to Section 1.5.</b>	December 12, 2025, 2:00 p.m.
Inquiry deadline No questions are accepted after the closure of business on this date	December 18, 2025, COB
Final Addendum Issued (if applicable)	December 23, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	January 9, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	January 9-16, 2026

Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: Thursday, January 29, 2026 Friday, January 30, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	February 3, 2026
Contract execution Contingent upon Council approval and funding availability	February 10, 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.

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### 5.2. Proposal Format and Submission Requirements

Each proposal shall be submitted as **one (1) complete, searchable PDF document** not to exceed **forty (40) pages** in total length, excluding the required Solicitation Response Form (Section 7.0). Proposals must be clearly labeled with the solicitation number and title on the cover page.

To maintain a fair and consistent evaluation process, any material beyond the first forty (40) 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. Adherence to this structure ensures a consistent, transparent, and objective evaluation by the Selection Committee.

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### 5.3. Cover Letter

Proposers shall submit a Cover Letter introducing the firm, summarizing its qualifications, and demonstrating its understanding of the City's objectives for SCADA and Instrumentation & Control (I&C) Support Services. The letter should convey the Proposer's capacity, technical expertise, and commitment to performing the Services described in this solicitation.

The cover letter must include:

- A concise summary of the Proposer's relevant experience and technical capabilities, including prior work with municipal or utility SCADA and I&C systems
- The name, title, address, phone number, and email address of the primary point of contact
- The name and title of the individual(s) authorized to make representations and enter into binding agreements on behalf of the Proposer; and
- The signature of a duly authorized representative with legal authority to bind the proposing entity, including printed name and title.

By submitting a proposal, the Proposer certifies that it has reviewed and agrees to comply with all requirements, conditions, and terms of this solicitation and that it will perform the Services in accordance with all applicable legal, professional, cybersecurity, and ethical standards governing industrial control system (ICS) work for public agencies.

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#### **5.4. Solicitation Response Form**

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

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#### **5.5. Fee/Price Proposal**

Proposers shall include a detailed Fee/Price Proposal within the body of the submission, consistent with the structure and requirements set forth in Section 4.3.3 – Fee/Price Proposal Requirements. Proposals should include comprehensive pricing structures or rate schedules applicable to on-call, as-needed SCADA and I&C support services.

##### **Rate Schedule for Evaluation**

Proposers shall provide all-inclusive hourly rates for the following labor classifications. Descriptions are provided for consistency in proposal evaluation and subsequent contract administration.

All rates must include labor, overhead, profit, travel, tools, technology, and administrative expenses.

<b>Labor Classification</b>	<b>Role Description</b>	<b>Hourly Rate (All-Inclusive)</b>
<b>Project Manager / Senior Controls Engineer</b>	Responsible for project oversight, planning, coordination with City staff, and ensuring technical compliance, quality control, and documentation.	\$ _____

Labor Classification	Role Description	Hourly Rate (All-Inclusive)
<b>SCADA / Systems Integration Engineer</b>	Performs design, programming, configuration, and troubleshooting of SCADA systems, PLCs, HMIs, and network communications.	\$ _____
<b>Instrumentation &amp; Controls (I&amp;C) Technician</b>	Provides field-level support, calibration, testing, installation, and maintenance of process instrumentation and control devices.	\$ _____
<b>Network / Cybersecurity Specialist</b>	Conducts ICS network configuration, cybersecurity assessments, and compliance with ISA/IEC 62443, NIST SP 800-82, and City IT security policies.	\$ _____
<b>Field Service / Support Technician</b>	Provides on-call and emergency support, equipment setup, preventive maintenance, and minor troubleshooting under senior supervision.	\$ _____

*Optional additional lines may be included for other roles, such as CAD Support, Administrative Support, or Electrical Engineer, if applicable.*

#### **Emergency / After-Hours Response Rates:**

Proposers shall identify applicable multipliers or separate hourly rates for after-hours, weekend, or holiday service response, as follows:

Response Category	Rate or Multiplier
After-Hours Response	_____ × Standard Rate or \$ _____ /hr.
Weekend Response	_____ × Standard Rate or \$ _____ /hr.
Holiday Response	_____ × Standard Rate or \$ _____ /hr.
Minimum On-Site Billing Increment (if applicable)	_____ hours

#### **Note:**

- These rates will be used to evaluate and score pricing in accordance with Section 6.3.3.

- The City may use the average or weighted average of submitted hourly rates to determine the evaluated cost for price scoring.
- All rates submitted shall remain firm for the initial contract term and any approved renewal periods.

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## **5.6. Capacity, Credentials, Experience, and Qualifications**

Proposers must demonstrate the capacity, technical expertise, and operational readiness to perform on-call, as needed, SCADA and I&C support services for a municipal utility environment in accordance with the Scope of Services. Proposals should include details on available service offerings and typical response models that demonstrate readiness to support the City's operational needs.

Proposals should clearly highlight the following:

### **Relevant Experience**

- Demonstrated success in providing on-call, as-needed SCADA and I&C support services for municipal utilities, water/wastewater treatment facilities, or comparable public-sector infrastructure systems.
- Experience performing technical troubleshooting, system integration, preventive maintenance, and modernization services under task-order or service-request-based contracts.
- Proven record of responsiveness, cost control, and schedule adherence in an on-call service environment.
- Experience maintaining compliance with applicable industry standards (e.g., ISA/IEC 62443, NIST SP 800-82) and municipal cybersecurity and safety policies.

### **Key Personnel and Organization**

- Identify the proposed project team, including each member's role, office location, qualifications, and years of relevant experience.
- The personnel identified in the proposal shall be considered Key Personnel and contractually committed to the project. Substitution or reassignment shall require prior written approval by the City.
- An organizational chart illustrating reporting relationships and lines of communication is encouraged.

### **Project Experience and References**

Proposers shall provide examples of recent, relevant projects that demonstrate its experience delivering SCADA and I&C support services—particularly for municipal utilities, wastewater treatment facilities, or comparable public-sector infrastructure systems. Emphasis should be placed on projects similar in scope, complexity, and service structure (on-call-based work).

For each project, include the following:

- Project owner and reference contact information.
- Project location and brief description of services provided.
- Contract value or annual service value; and
- Duration, completion date, and current operational status.

Proposers may include up to two (2) work samples or project summaries to illustrate relevant deliverables such as SCADA upgrades, HMI standardization, or cybersecurity system integration, or cybersecurity assessments.

### **Project Team Experience**

- Describe how the proposed key personnel have collaborated on prior projects, specifying its respective roles, technical responsibilities, and contributions to successful outcomes.
- A description of relevant qualifications and experience in wastewater SCADA and I&C systems.

### **Problem-Solving and Risk Mitigation**

- Provide examples of technical or operational challenges encountered in previous SCADA or control system projects, the solutions implemented, and strategies used for risk management, cybersecurity, and service continuity.

### **Change Management and Cost Control**

- If applicable, describe prior projects where change orders exceeded five percent (5%) of the contract value or where delays exceeded one (1) month. Explain the causes, corrective measures taken, and steps implemented to prevent recurrence.

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## **5.7. Strategy and Implementation Plan**

Proposers shall provide a comprehensive Strategy and Implementation Plan describing its approach to delivering the on-call, as-needed SCADA and I&C support services as required under this solicitation. The plan shall demonstrate a clear understanding of the City's operational objectives, the Scope of Services outlined in Section 4.0, and the technical and logistical requirements of supporting a municipal wastewater control system.

The plan may be presented as a narrative, workflow diagram, or structured outline, provided it clearly conveys the Proposer's methodology and execution framework.

The Strategy and Implementation Plan should address, at a minimum:

- The Proposer's overall service delivery model, including coordination with City staff, project management structure, and communication protocols.

- Procedures for responding to and resolving on-call service requests, including response times, escalation processes, and documentation of work performed.
- The contractor's approach to system troubleshooting, preventive maintenance, and modernization activities.
- Methods for ensuring system reliability, data integrity, and cybersecurity, in alignment with City policies and applicable industry standards (e.g., ISA/IEC 62443, NIST SP 800-82); and
- The Proposer's quality assurance and safety procedures, including verification of deliverables, testing, and performance documentation.

The plan should also identify any tools or software proposed for remote monitoring, configuration, reporting, or documentation. It should clearly illustrate the Proposer's readiness, capacity, and technical approach to maintaining the reliability, resiliency, and security of the City's SCADA and I&C systems.

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## **5.8. 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.

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## **5.9. Additional Data (Optional)**

Proposers may include supplemental information that further demonstrates its qualifications, capabilities, and value to the City. This section is optional but encouraged by contractors offering specialized expertise, innovative solutions, or added value beyond the minimum Scope of Services.

Examples of relevant additional information include:

- Innovative approaches or technologies that enhance SCADA and I&C system performance, cybersecurity, or data analytics.
- Predictive maintenance, remote monitoring, or automation tools that improve service responsiveness or reliability.
- Quality management systems, customer service models, or training programs that support ongoing City staff engagement; or
- Unique qualifications, certifications, or partnerships that provide additional benefit to the City.

All supplemental materials should be concise and directly relevant to the objectives of this solicitation.

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## **Section 6.0. Evaluation Criteria and Factors**

### **6.1. Overview**

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

The evaluation will focus on the Proposer's understanding of the City's SCADA and Instrumentation & Control (I&C) systems, ability to provide timely and effective on-call support, and commitment to maintaining system security, integrity, and operational continuity.

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

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### **6.2. Evaluation Summary**

Proposals will be evaluated and prioritized based on the criteria, categories, and weightings 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 minor 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 governmental entities as part of the evaluation.
- Request clarification or additional information from any Proposer deemed necessary for evaluation purposes; and
- Make an award, multiple awards, or no award, as determined to be in the City's sole discretion and best interest.

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### **6.3. Scoring Criteria**

The City will evaluate proposals using the criteria and relative weights identified below. Each Evaluation Committee member will independently score qualitative criteria on a scale of 1 to 10, where 1 indicates an unsatisfactory response and 10 indicates 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 sum of all weighted qualitative scores will represent each Proposer's raw qualitative total.

To ensure fairness and consistency, the highest overall qualitative score among all proposers will establish the benchmark for curved scoring. All other proposers' qualitative

totals will be proportionally adjusted (curved) relative to that benchmark before the final composite scores are calculated.

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

<b>Evaluation Category</b>	<b>Description</b>	<b>Weight</b>
Responsiveness to Solicitation	Completeness, organization, and adherence to submission instructions.	<b>5%</b>
Understanding of Scope and City Objectives	Demonstrated understanding of the City's SCADA and Instrumentation & Control (I&C) systems, operational goals, cybersecurity standards, and performance expectations.	<b>15%</b>
Capacity, Credentials, Experience, and References	Proven experience providing on-call SCADA and I&C support for municipal or utility environments; qualifications of key personnel; and quality of references.	<b>20%</b>
Strategy and Implementation Plan	Clarity, structure, and feasibility of the Proposer's methodology for delivering on-call services, including coordination, response protocols, and preventive maintenance.	<b>30%</b>
Service Responsiveness and Quality Assurance	Demonstrated ability to provide timely response, maintain work quality, ensure safety, and uphold cybersecurity and reliability standards.	<b>20%</b>
<b>Total Qualitative Score</b>		<b>90%</b>

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### **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.

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

If the City elects to include price in the final evaluation, 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.

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## **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.

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## **6.5. Reference Checks**

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

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

The City may contact the references provided by the Proposer and/or other relevant sources familiar with the Proposer's performance. The City may also request copies of final reports

or deliverables and, if applicable, conduct site visits or remote demonstrations to further assess the Proposer's capabilities and verify the accuracy of the information submitted in the proposal.

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## **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.

Interview or presentation sessions, if conducted, may be used to evaluate and clarify the Proposer's:

- Understanding of the City's SCADA and Instrumentation & Control (I&C) systems and operational environment.
- Proposed staffing plan, coordination approach, and response procedures for on-call service delivery.
- Technical methodology for troubleshooting, preventative maintenance, and system support.
- Response time objectives and escalation procedures.
- Cybersecurity controls and compliance with applicable standards; and
- Qualifications and experience of key personnel assigned to the City's account.

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*.

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## **6.7. Negotiations**

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

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

- Price adjustments or submission of a Best and Final Offer (BAFO)
- Refinements or clarifications to technical or scope-related components; and
- Other modifications as reasonably requested by the City to ensure alignment with project goals, budget, and operational requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to be in the best interest of the City. The City reserves the right to discontinue negotiations and withdraw its intent to award at any time prior to the execution of the Contract.

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## **6.8. Award**

The City reserves the right to:

- Award a contract in whole or in part, make multiple awards, or designate a primary and secondary contractor to ensure adequate on-call coverage and service continuity, if deemed in the City's best interest.
- Reject any or all proposals and waive informalities or irregularities.
- Consider a Proposer's past performance and record of reliability with the City or other public agencies when determining responsibility and final award suitability.

The City may, at its sole discretion, determine that no award will be issued if it is not in the City's best interest.

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## **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.

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## **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 that are alleged to have been violated and include all supporting documentation.

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## Section 7.0. Solicitation Response Form

RFP-5764-25-KF

**“Supervisory Control and Data Acquisition (SCADA) and Instrumentation & Control (I&C) Support Services for the City of Grand Junction Persigo Wastewater Treatment Plant”**

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

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

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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**

Digital or electronic signatures submitted through BidNet® Direct are acceptable and binding.

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:

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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