



## **Request for Proposal**

RFP-5850-26-KF

# **Engineering Services for the Grand Valley Byproducts Lift Station**

### **Proposal Deadline**

February 27, 2026, before 1:00 p.m. Mountain 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

## Table of Contents

<b>Section 1.0. Administrative Information &amp; Conditions for Submittal</b> .....	4
<b>Section 2.0. General Contract Terms and Conditions</b> .....	11
<b>Section 3.0: Insurance Requirements</b> .....	19
<b>Section 4.0: Specifications and Scope of Services</b> .....	21
Attachments .....	29
Attachment A – Grand Valley Byproducts Lift Station Alternatives Analysis .....	29
Attachment B – 2020 Comprehensive Wastewater Basin Study Update .....	29
Tentative Calendar of Events:.....	29

<b>Event and Details</b>	<b>Date</b>
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 30, 2026
Non-Mandatory Visit or Pre-Proposal Meeting Please refer to Section 1.5.	February 9, 2026
Inquiry deadline No questions will be accepted after the end of business on this date.	February 18, 2026
Final Addendum Issued (if applicable)	February 20, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 27, 2026, before 1:00 p.m. Mountain Time (America/Denver)
Evaluation of proposals Internal review by City-appointed committee	February 27-March 6, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks  <ul style="list-style-type: none"> <li>• <b>Monday, March 16, 2026:</b> 1:00 p.m. – 3:00 p.m.</li> <li>• <b>Tuesday, March 17, 2026:</b> 10:00 a.m. – 2:00 p.m.</li> <li>• <b>Wednesday, March 18, 2026:</b> 10:00 a.m. – 3:00 p.m.</li> </ul>

Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 20, 2026
City Council Approval (if required) For contracts meeting the approval threshold	April 1, 2026
Contract execution Contingent upon Council approval and funding availability	April 6, 2026
Flow Meter Data Provided by Others	June 30, 2026
Phase 1 Engineering Services Completed by	90 days After Contract Execution

**Section 5.0: Preparation and Submittal of Proposals ..... 31**

**Section 6.0. Evaluation Criteria and Factors ..... 36**




**Section 7.0. Solicitation Response Form ..... 42**

    Subcontractor Disclosure ..... 45

## 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, Colorado, is soliciting competitive proposals from qualified professional engineering consultants to provide engineering services for the evaluation, design, and development of a replacement sanitary sewer lift station and associated force main for the Grand Valley Byproducts Lift Station.
- The selected Consultant will apply professional judgment, technical expertise, and industry best practices to evaluate alternative sites, develop conceptual site plans and opinions of probable cost, and support property acquisition, with the intent of advancing the project toward final design, permitting, bidding, and construction. Section 4.0 of this solicitation describes the project objectives, service delivery expectations, and technical requirements (Scope of Services). All services shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into any resulting contract.
- 1.5. Non-Mandatory Virtual Pre-Proposal Conference:** Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal conference to gain a clear understanding of the project requirements and conditions related to the Scope of Services.

**Meeting Details:**

-  **Date:** February 9, 2026  
 **Time:** 3:00 p.m. (Mountain Time)  
 **Location:** Virtual via Microsoft Teams

**Join Online:**

<https://teams.microsoft.com/meet/29752758879896?p=d2M77dur9HKrybTxdX>

**Meeting ID:** 297 527 588 798 96

**Passcode:** ok66kJ3E

**Join by phone:**

[+1 945-468-6551](tel:+19454686551), [101634304#](tel:+19454686551) United States, Dallas

**Phone Conference ID:** 101 634 304#

[Find a local number](#)

**1.5.1. Important Notes**

- Attendance is not required to submit a proposal.
- Statements made during the virtual meeting 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 the Proposer's 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 proposals 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 therein.

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

**Solicitation Opening: RFP-5850-26-KF**

**Engineering Services for the Grand Valley Byproducts Lift Station**

**Date/Time: February 27, 2026, 1:00 p.m. Mountain Time (America/Denver)**

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

RFP-5850-26-KF

 <https://meet.goto.com/457920517>

**Or join the meeting by phone.**

Access Code: 457-920-517

United States: [+1 \(872\) 240-3311](tel:+18722403311)

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

Meeting ID: 457-920-517

Dial in, type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 457920517@67.217.95.2 or 67.217.95.2##457920517

*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 a 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 Consultant 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 City's best interest.
- 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 and 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.** Possess adequate financial resources or the ability to obtain such resources to ensure financial stability and project capacity. Refer to Section 5.8. for additional information regarding financial disclosures.
- 1.25.2.** Demonstrate the ability to meet project schedules and contractual deadlines for services of similar scope and complexity. Proposers should submit documentation of comparable projects completed within the last two years, including:
  - 1.25.2.1.** A comparison of original schedules to actual completion dates
  - 1.25.2.2.** A brief explanation of methods used to manage timelines and mitigate delays

- 1.25.3. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.25.4. Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.25.5. Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
- 1.25.6. 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 the Proposer’s responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Services.

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 Consultant and all subcontractors must obtain sales and use tax exemption certificates from the Colorado Department of Revenue. 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 (Proposal Receipt Acknowledgement):** The City will conduct a virtual proposal receipt acknowledgement immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of

the entities submitting proposals will be announced. No proposal content, scoring information, or 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 Consultant. By executing the Contract, the Consultant 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 professional 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 intent of the Contract Documents is to include all labor, materials, equipment, services, and incidental items necessary for the proper execution and completion of the Scope of Services, including items not specifically described.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Consultant shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction, including those of the City of Grand Junction.

The Consultant shall be responsible for preparing and supporting applications for all permits, approvals, and regulatory authorizations required for the engineering design of the Project, including, as applicable, wastewater facility permits, floodplain development permits, and other local, state, or federal regulatory requirements. Unless expressly stated otherwise in the Contract, responsibility for permit fees and construction-phase permits shall remain with the City.

The Consultant shall promptly notify the City in writing upon discovery of any conflict or inconsistency between the Contract Documents and applicable legal or regulatory requirements. The City shall determine the appropriate course of action to resolve such conflict or inconsistency in the City's best interest.

**2.4. Responsibility for those Performing the Services or Work:** The Consultant is fully responsible for the actions and omissions of its employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.

**2.5. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Consultant for performing the Services or Work under the Contract. Upon completion of the required deliverables, the Consultant shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Service(s) are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Consultant's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services performed under the Contract.

All Services provided by the Consultant shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services. Additionally, all Services must fully comply with applicable laws, ordinances, and regulations.

**2.6. Protection of Persons and Property:** The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons and property in the performance of the Services.

The Consultant shall take reasonable precautions, consistent with professional engineering practice, to protect persons and property from damage, loss, or injury arising from the Consultant's activities under the Contract, including activities associated with site visits, field investigations, surveys, and coordination with utilities or third parties. The Consultant shall provide appropriate notice to the City and affected parties when activities may impact adjacent property or utilities.

To the extent that any damage to public or private property is caused by the negligent acts, errors, or omissions of the Consultant in the performance of the Services, the Consultant shall, at its sole expense, restore the affected property to a condition equal to or better than its pre-existing condition, in a manner acceptable to the City. If the Consultant fails to timely correct such damage, the City may take corrective action and recover associated costs in accordance with the Contract.

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

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

Adjustments to the Contract Sum or Contract Time shall be made only in accordance with the terms and conditions of the Contract Documents, and no claim for additional

compensation or extension of time shall be valid absent an approved, executed Change Order.

**2.8. Minor Changes in the Services or Work:** The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.

**2.9. Correction of Services or Work:** The Consultant shall perform the Services and prepare all deliverables in accordance with generally accepted professional standards, exercising the degree of skill, care, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances.

If any Services or deliverables do not conform to the requirements of the Contract, the Consultant shall, at no additional cost to the City, promptly correct such nonconforming Services or deliverables to the City's satisfaction.

If the Consultant fails to correct the nonconforming Services or deliverables within a reasonable time after receipt of written notice from the City, the City may take appropriate corrective action and recover from the Consultant the reasonable costs incurred as a direct result of such failure, subject to the limitations, remedies, and procedures set forth in the Contract.

**2.10. Acceptance Not Waiver:** The City's review, approval, or acceptance of any Services or deliverables, or payment for any Services or deliverables, shall not relieve the Consultant of its obligation to perform the Services in accordance with the Contract or to meet the applicable professional standards of care. No review, approval, acceptance, or payment by the City shall be deemed a waiver of any rights or remedies available to the City under the Contract, nor shall it constitute a waiver of any claims arising out of or related to the performance of the Services.

**2.11. Change Orders and Amendments:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

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

**2.13. Compliance with Laws:** The Consultant shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements, as well as ethical standards, governing the Services performed under the Contract.

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

- 2.14. Debarment/Suspension:** The Consultant hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.
- 2.15. Confidentiality:** The Consultant shall keep confidential any non-public information disclosed by the City or obtained in connection with the performance of the Services, including engineering data, technical analyses, security-related information, and draft work products, except as required by law.
- The Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure and shall ensure that any employees, subconsultants, or agents who have access to such information comply with this obligation. Upon completion or termination of the Contract, the Consultant shall return or destroy confidential information as directed by the City, unless the retention is required by law.
- 2.16. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.
- 2.17. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any Services, the Consultant agrees to:
- 2.19.1.** The Consultant 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 Consultant agrees to post notices in conspicuous places, visible to employees and job applicants, that state the provisions of this nondiscrimination clause.
  - 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Consultant shall state that the Consultant is an Equal Opportunity Employer.
  - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Compliance:** The Consultant certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Consultant shall not employ or subcontract with any

individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

- 2.21. Failure to Perform:** If the Consultant fails to perform the Services in accordance with the Contract, including failure to meet required schedules, quality standards, coordination obligations, or reporting requirements, the City may, after providing written notice to the Consultant, procure substitute services from other sources. The Consultant shall be responsible for any reasonable additional costs incurred by the City as a direct result of such failure.

The City may, at its discretion, implement progressive corrective actions to address nonperformance. If the Consultant's failure materially affects the Project, compromises regulatory compliance, or otherwise impairs the continuity or integrity of the Services, the City reserves the right to take immediate action, including suspension or termination of the Contract, in accordance with the Contract Documents.

- 2.22. Failure to Enforce:** The City's failure at any time to enforce any provision of the Contract shall not be deemed a waiver of that provision or of any other rights under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from subsequently enforcing any provision in accordance with the terms of the Contract.

- 2.23. Force Majeure:** The Consultant shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, governmental actions, or other events beyond the reasonable control of the Consultant. This exemption shall not apply if the Contract specifies otherwise. The Consultant must provide the City with prompt written notice of any event that prevents performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.

- 2.24. Indemnification:** The Consultant 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 Consultant, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

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

- 2.25. Independent Consultant:** The Consultant is and shall remain an independent consultant in all respects under the Contract. Neither the Consultant 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 Consultant, its employees, agents, or subcontractors. The

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

- 2.26. Services, Work Product and City Ownership:** All documents, drawings, plans, specifications, reports, studies, concepts, designs, calculations, models, data, and other deliverables prepared or developed by the Consultant in connection with the Services under this Contract (collectively, the "Work Product") shall become the property of the City upon creation.

The City shall have the unrestricted right to use, reproduce, modify, and distribute the Work Product for City purposes without limitation. The Consultant shall retain no ownership interest in the Work Product, except for any pre-existing proprietary materials identified in advance and approved by the City in writing.

All information, data, and materials provided by the City to the Consultant shall remain the exclusive property of the City and shall be used solely for purposes of performing the Services. Such materials shall not be disclosed or used for any other purpose without the City's prior written consent, except as required by law

- 2.27. Patents and Copyrights:** The Consultant shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to any actual or alleged infringement of any patent(s), copyright(s), trademark(s), or other intellectual property right resulting from the performance of the Services or the use of the Work Product.

The City shall have no liability to the Consultant for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Consultant shall promptly assume the defense of any such claim and shall resolve the claim in a manner acceptable to the City.

This obligation includes, but is not limited to, claims arising from the creation, use, or incorporation of derivative works or materials based on the intellectual property rights of others.

- 2.28. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising 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.

- 2.29. Expenses:** All costs incurred by the Consultant in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Consultant's sole responsibility and shall not be reimbursed or charged to the City.



**2.30. Sovereign Immunity:** The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.

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

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

**2.32. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

**2.33. Default:** The City reserves the right to terminate the Contract if the Consultant materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Consultant 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 Consultant 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 Consultant responsible for any resulting costs, damages, or losses.

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

**2.34. Piggyback:** Where permitted and appropriate, the City may allow cooperative use of this Contract. Contracts resulting from this solicitation are intended primarily for the use by the City. However, upon mutual written agreement between the awarded Consultant and one or more governmental entities, the Contract may be extended for use by such entities, subject to the same specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall execute its own contract with the Consultant, issue its own purchase orders, be invoiced directly, make its own payments, and provide any applicable tax-exemption documentation.

It is expressly understood that the City is not a party to, nor responsible for, any contract formed between the Consultant and any other governmental entity pursuant to this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

**2.35. Definitions:** Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

**2.35.1.** “Agency,” “Consultant,” “Contractor,” or “Firm” refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Consultant’s authorized representatives, employees, subcontractors, and agents who are responsible for fulfilling the obligations under the Contract.

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

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

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

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

**2.35.5.** A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Consultant is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.

- The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

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

- 2.35.6.** “Key Personnel” refers to the designated individual(s) from the Consultant, Contractor, or Firm who are identified as essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of services/work under the Contract. Any reassignment or replacement of key Personnel shall require prior written approval of the City, as provided in the Contract Documents.
- 2.35.7.** “Proposer” refers to the individual or entity legally authorized by the Consultant, Contractor, or Firm 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.
- 2.35.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.35.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.35.10.** “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 Consultant shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Consultant’s performance of Services under the Contract.

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

The Consultant 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 Consultant under the Contract. To ensure continuous coverage, the Consultant shall

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

(a) **Commercial General Liability**

ONE MILLION DOLLARS (\$1,000,000) for each occurrence, and  
TWO MILLION DOLLARS (\$2,000,000) general aggregate.

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

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

ONE MILLION DOLLARS (\$1,000,000) per claim, and  
TWO MILLION DOLLARS (\$2,000,000) aggregate

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

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

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

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

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

**3.1. Additional Insured Endorsement**

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

**3.2. ACCORD Certificate of Insurance**

Prior to commencing any Work, the Consultant 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 Consultant 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 to and approved by the City before any on-site or remote-access work begins.

## Section 4.0: Specifications and Scope of Services

- 4.1. General/Background:** The City manages, operates, and maintains the Persigo wastewater collection and treatment system for the benefit of the current and future users of sewer service in the Persigo 201 Service Area.

The Grand Valley Byproducts Lift Station is currently located at the southwest corner of C-1/2 Road and 27-1/2 Road. The lift station was originally constructed in 1989 and was last rehabilitated in 2009. The existing lift station consists of a duplex pumping configuration with a total capacity of 1.12 million gallons per day (mgd) and a firm capacity of 0.56 mgd.

The 2020 Comprehensive Wastewater Basin Study Update, prepared by Carollo, dated June 2021, estimated the existing dry weather flow (DWF) and wet weather flow (WWF) for the GVBP LS to be 0.51 mgd and 1.22 mgd, respectively. These flows are based on modeling results and are not supported by flow metering data.

[2020 Comprehensive Wastewater Basin Study Update](#)

**The City of Grand Junction is in the process of procuring professional services to obtain flow meter data to verify existing flows to the lift station.**

In August 2025, Carollo Engineers Inc. completed the Grand Valley Byproducts Lift Station Alternatives Analysis. The Alternatives Analysis identified several possible sites for the new lift station and estimated potential future flows. The shortlisted sites are all within the 100-year floodplain.

[Grand Valley Byproducts Lift Station Alternatives Analysis](#)

The engineering services for this project shall be performed in two phases.

The scope of services for **Phase 1** shall consist of developing conceptual-level site plans and opinions of probable cost (OPC) for two alternative sites; evaluation of each alternative site; and providing engineering and land surveying support for acquiring the selected property.

Site 1 is located at 2768 C-1/2 Road. Site 2 is located at 2763 C-1/2 Road.

The scope of services for **Phase 2** shall consist of all engineering work needed to produce a complete set of construction drawings and specifications for the new sanitary sewage lift station and separate construction drawings and specifications for a new force main. At a minimum, the work shall include the following: future flow projections; engineering design,

plans, specifications, applications for all required permits, including floodplain permits; and assistance during bidding.

The work shall also include plans and specifications for demolishing the existing lift station and restoring the existing lift station site.

## **4.2. Scope of Services**

### **4.2.1. Phase 1 Engineering Services**

#### **4.2.1.1. Design Flow**

This work shall include a review of the previously completed “Comprehensive Wastewater Basin Study Update”, the “Grand Valley Byproducts Lift Station Alternatives Analysis”, flow meter data, and an analysis of future flows from the GVBP LS tributary area based on future land use per the “One Grand Junction Comprehensive Plan.”

**Flow meter data will be obtained via a separate professional services contract.**

#### **4.2.1.2. Alternative Site Evaluation**

This work shall include developing conceptual site plans for two locations. The conceptual site plans shall include proposed property boundaries, access drives, including site configuration to provide wet well access for sewer cleaning trucks and chemical delivery, sewer influent and effluent piping alignment, electric service, standby electric generator location, wet well and lift station equipment locations, and site stormwater management facilities, including compensatory floodplain storage if applicable.

Draft conceptual site plans shall be submitted to the City for review. All review comments shall be addressed prior to finalizing the conceptual site plans.

The site plans should include consideration for phased capacity expansion.

The selected consultant shall provide an opinion of probable cost for each site and give a comparable ranking of the sites.

#### **4.2.1.3. Surveying**

The surveying work shall include obtaining all necessary topography, existing utilities, and other site features and improvements necessary to complete the work described in this request for proposals.

The surveying work shall also include all necessary plats, exhibits, and legal descriptions required for site acquisition and easements for the chosen site.

#### **4.2.1.4. Geotechnical**

The engineering consultant shall provide a proposed scope of work and exhibits for geotechnical services necessary to support the design. Geotechnical services will be provided by a geotechnical services firm under a separate contract with the City.

#### **4.2.2. Phase 2 Engineering Services**

The final scope of work, fee, and schedule for Phase 2 Engineering Services shall be developed after Phase 1 Engineering Services work is complete, and the location of the new lift station site has been determined.

Below is a description of the work expected to be addressed by the Phase 2 Engineering Services scope:

##### **4.2.2.1. Engineering Design**

Engineering design services shall include preparing a basis-of-design report and a complete set of construction drawings and specifications for both the lift station and the force main. The plans and specifications shall cover all structural, architectural, electrical, instrumentation and controls, and site civil improvements, including erosion and sedimentation plans. The design services shall include an evaluation of phased capacity expansion to accommodate future growth.

The existing hydraulic model developed in support of the Wastewater Basin Study Update will be made available to the successful firm.

##### **Lift Station Design**

The lift station shall include the following components:

- Effluent flow meter
- Corrosion-resistant wet well
- Valving/pipe configuration to facilitate the temporary installation of portable pumps to bypass the wet well
- Standby emergency generator
- Wet well level control to include a float system and an additional redundant system, such as radar or other technology to be determined during preliminary design
- Integration with Persigo's SCADA system.
- Variable frequency drives or soft start/stop pump starters.
- Configuration of equipment and piping to facilitate future capacity expansion, if applicable
- Accommodation for future chemical dosing

##### **Force Main Design**

The force main design shall include hydraulic analysis and separate plans and specifications to construct a force main from the point of connection to the lift station yard piping to the existing 18-inch sanitary sewer interceptor that crosses 27-1/2 Rd approximately 400 feet north of Winters Ave.

At a minimum, design plans and specifications shall be submitted to the City for review at 30%, 60%, and 90% completion milestones for the lift station, and 30% and 90% completion milestones for the force main. Issued construction plans and specifications should address all review comments. An opinion of probable construction costs (OPCC) and project schedule

(including design, permitting, and construction phases) should be included with the design review submittals.

#### **Site Improvement Design**

The site improvements shall consist of access roadways to facilitate maintenance and chemical delivery, electric, natural gas, and water services, yard piping, security fencing, lighting, and stormwater management improvements.

The plans shall include plan and profile drawings for the gravity influent piping from the gravity sanitary sewer main within C-1/2 Road and the proposed lift station wet well, as well as any portion of the force main to be constructed as part of the lift station contract.

The stormwater management improvements shall meet the requirements of the City's SWM Manual and all state and federal requirements for work within the floodplain (if applicable).

##### **4.2.2.2. Permitting**

This work shall include preparing permit applications along with all supporting studies, exhibits, and engineering calculations, for all required CDPHE, local, state, and federal permits.

Depending on the results of the final site selection, this work may include floodplain permitting.

##### **4.2.2.3. Bidding Assistance**

This work includes assisting with the preparation of addenda, including attending a pre-bid meeting.

##### **4.2.2.4. Construction Management Assistance**

The Phase 2 scope of work should include provisions for optional construction management assistance.

##### **4.2.2.5. Commissioning support and Owner training**

This work shall include assistance during lift station start-up and one on-site operation training session for City of Grand Junction staff.

The consultant shall prepare an operation and maintenance manual that shall include the following:

- Shop drawings for all equipment and piping
- Manufacturer's operation and maintenance literature for all equipment
- By-pass pumping plan
- As-constructed plans

#### **4.3. Special Conditions and 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 Virtual Pre-Proposal Conference:** Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal conference to gain a clear understanding of the project requirements and conditions related to the Scope of Services.

**Meeting Details:**

 **Date:** February 9, 2026  
 **Time:** 3:00 p.m. (Mountain Time)  
 **Location:** Virtual via Microsoft Teams

**Join Online:**

<https://teams.microsoft.com/meet/29752758879896?p=d2M77dur9HKrybTxdX>

**Meeting ID:** 297 527 588 798 96

**Passcode:** ok66kJ3E

**Join by phone:**

[+1 945-468-6551](tel:+1945-468-6551), [101634304#](tel:+1101634304) United States, Dallas

**Phone Conference ID:** 101 634 304#

[Find a local number](#)

**4.3.2.1. Important Notes**

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

- 4.3.3. Estimated Level of Effort:** Proposers shall provide an estimate of the total labor hours required to complete the Services, broken down by task or task area and by labor classification, consistent with the Scope of Services. These estimates shall reflect the proposed approach and level of effort and are provided for evaluation and planning purposes only.

Proposers shall also identify its assumptions regarding City staff participation necessary to support the Services, including an estimate of City staff time by role or function and by major task area. City staff hour estimates are for informational purposes only and shall not be construed as a commitment by the City to provide a specific level of staff support.

- 4.3.4. Key Staff Reassignment:** Key Personnel identified in the Proposal shall be assigned to the project and shall not be reassigned or replaced without the prior written approval of the City. If a change in Key Personnel is necessary, the Consultant shall notify the City in writing and shall propose replacement personnel with qualifications and experience comparable to those of the individual being replaced. No reassignment or replacement shall be effective without the City's written approval.

**4.3.5. City Staff Coordination and Deliverable Review:** If the City determines that an unreasonable amount of City staff time is required due to incomplete or substandard deliverables, the City may require corrective action at no additional cost to the City and may withhold payment until acceptable deliverables are received, in accordance with the Contract.

**4.3.6. Price Proposal Requirements:** Proposers shall submit a detailed Price Proposal for **Phase 1 Professional Engineering Services** for the Grand Valley Byproducts Lift Station Project. Pricing shall be proposed as an **all-inclusive, not-to-exceed (NTE) amount** and shall include all costs necessary to fully perform the Phase 1 Scope of Services as described in this RFP.

Pricing for **Phase 2 Engineering Services** shall not be included in the Proposal and shall be developed by the selected Consultant upon completion of Phase 1 and final site selection. At the City's sole discretion, the Phase 2 scope and fee may be incorporated into the Phase 1 Contract through a duly executed Change Order, or the City may elect to issue a separate request for proposals for Phase 2 Engineering Services.

**4.3.6.1. Fee Structure:** The Price Proposal for Phase 1 shall include, at a minimum, the following:

- A **rate schedule** identifying all proposed labor classifications (e.g., Project Manager, Senior Engineer, Engineer, CAD Technician, Surveyor, Administrative Support) and corresponding fully burdened hourly rates; and
- A **task-based fee summary** aligned with the Phase 1 Scope of Services, identifying the estimated level of effort, hours, and total cost for each task.

The City will use this information for evaluation and negotiation purposes; however, compensation shall be based on the agreed NTE amount and successful completion of required deliverables.

**4.3.6.2. Cost Inclusions:** The proposed Phase 1 NTE amount shall be **comprehensive and all-inclusive**, and shall include, but not be limited to, all costs required to successfully complete the Phase 1 Engineering Services, including:

- Professional labor, supervision, and administrative support
- Project management, coordination, and meetings
- Engineering analysis, modeling, and technical evaluations
- Preparation of conceptual site plans, opinions of probable cost, reports, exhibits, and supporting documentation
- Surveying coordination and deliverables required for site evaluation and acquisition
- Travel, site visits, mileage, and related expenses
- Software, tools, and technology necessary to perform the Services

- Design, drawings, engineering work, shipping, freight, and all other costs necessary to complete the Phase 1 Scope of Services

#### **4.3.6.3. Pricing Conditions**

- All fees submitted in response to this solicitation shall be considered negotiable at the City's sole discretion.
- Proposed labor rates shall remain firm for the duration of the Phase 1 Contract unless otherwise authorized by the City in writing.
- Proposers shall submit pricing using the **Solicitation Response Form provided in Section 7.0**, accompanied by detailed cost breakdown and rate sheets.

The City shall not pay, nor be liable for, any additional costs, including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise stated in the Contract Documents.

#### **4.3.7. Not-to-Exceed Compensation Limit:** Compensation under the Contract shall not exceed the total not-to-exceed (NTE) amount authorized in the Contract Documents. The Consultant shall be solely responsible for managing its work, costs, staffing, and schedule to perform the Services within the authorized NTE amount.

The City shall have no obligation to pay for, and shall not be liable for, any work performed or costs incurred that exceed the NTE amount unless such increase is expressly authorized in advance by the City through a duly executed Contract Amendment or Change Order. Verbal approvals, informal communications, or course of performance shall not constitute authorization to exceed the NTE amount.

The Consultant acknowledges that the NTE amount is based on the complete and satisfactory performance of the Scope of Services and delivery of all required deliverables, and not on estimated labor hours or staffing assumptions. The Consultant shall fully perform the Services as required under the Contract, regardless of whether actual labor hours exceed the Consultant's estimates. Any underestimation of effort, cost, or resources shall not constitute grounds for additional compensation, modification of the Scope of Services, or relief from the Consultant's performance obligations.

#### **4.3.8. 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."

#### **4.3.8.1.** The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth 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.

- 4.3.8.2.** 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 Consultant 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.

- 4.3.9. Project Manager:** The City's Project Manager, or designee, shall serve as the City's primary point of contact for administration of the Contract and shall be responsible for coordinating reviews, communications, and acceptance of deliverables in accordance with the Contract.

During the performance of the Contract, all notices, submittals, and other communications directed to the **City** shall be delivered to the City's designated representative as follows, unless otherwise directed in writing by the City.

L. Eric Schoeny, P.E.  
Engineering Utilities Supervisor  
City of Grand Junction  
Department of Engineering and Transportation  
244 N 7<sup>th</sup> St  
Grand Junction, CO 81501

- 4.3.10. Contract Administrator:** The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of amendments, modifications, or change orders, and the interpretation of the Contract. All such inquiries shall be directed to:

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

The Contract Administrator serves as the City's primary point of contact for contract administration. This role does **not** include technical oversight or acceptance of Services or deliverables, which shall remain under the authority of the designated Project Manager.

## Attachments

[Attachment A – Grand Valley Byproducts Lift Station Alternatives Analysis](#)

[Attachment B – 2020 Comprehensive Wastewater Basin Study Update](#)

### 4.4. Contract Term

The initial term of the Contract shall commence upon execution by both Parties and shall remain in effect for a period sufficient to allow for the completion of the Services, as mutually agreed upon by the City and the Consultant.

## Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 30, 2026
Non-Mandatory Visit or Pre-Proposal Meeting Please refer to Section 1.5.	February 9, 2026
Inquiry deadline No questions will be accepted after the end of business on this date.	February 18, 2026
Final Addendum Issued (if applicable)	February 20, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 27, 2026, before 1:00 p.m. Mountain Time (America/Denver)
Evaluation of proposals Internal review by City-appointed committee	February 27-March 6, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks <ul style="list-style-type: none"><li>• <b>Monday, March 16, 2026:</b> 1:00 p.m. – 3:00 p.m.</li><li>• <b>Tuesday, March 17, 2026:</b> 10:00 a.m. – 2:00 p.m.</li><li>• <b>Wednesday, March 18, 2026:</b> 10:00 a.m. – 3:00 p.m.</li></ul>
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 20, 2026
City Council Approval (if required)	April 1, 2026

For contracts meeting the approval threshold	
Contract execution Contingent upon Council approval and funding availability	April 6, 2026
Flow Meter Data Provided by Others	June 30, 2026
Phase 1 Engineering Services Completed by	90 days After Contract Execution

**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.

*The remainder of this page has been intentionally left blank.*

## 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; Proposers are encouraged to register and upload proposals well in advance of the submission deadline.
  - For registration instructions, refer to the [BidNet Electronic Vendor Registration](#) page on the BidNet® Direct website.
  - The City does not control or administer the vendor's access to BidNet Direct. Proposers are solely responsible for ensuring a successful electronic submission.
  - Technical assistance must be requested directly from BidNet® at (800) 835-4603 before the proposal deadline.
  - Late submissions will not be accepted under any circumstances.
- 

### 5.2. Proposal Format and Submission Requirements

Proposals shall be submitted as one (1) complete, **searchable PDF document** not to exceed **forty (40) pages**, excluding the required **Solicitation Response Form (Section 7.0)**.

**\*\*NOTE: \*\*** Pages exceeding the forty (40) page limit will not be reviewed or scored.

---

### 5.3. Cover Letter

Proposers shall submit a cover letter summarizing the Proposer's interest in the project, relevant qualifications, and understanding of the City's objective, Scope of Services. The cover letter shall include:

- A summary of the Proposer's experience and capacity to perform the Services
- The name and the contact information of the primary point of contact
- Identification of the individual(s) authorized to bind the Proposer
- The signature, printed name, and title of a duly authorized representative

Submission of a proposal constitutes certification that the Proposer agrees to comply with all requirements and conditions of this solicitation.

---

#### 5.4. Solicitation Response Form

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

---

#### 5.5. Fee/Price Proposal

Proposers shall describe the pricing structure and assumptions in the proposal narrative, consistent with Sections 4.0 and 4.3.6. Price Proposal Requirements, including the total not-to-exceed (NTE) amount for Phase 1 Engineering Services, shall be submitted using the Solicitation Response Form provided in Section 7.0.

---

#### 5.6. Capacity, Credentials, Experience, and References

The Proposer shall demonstrate its capacity, qualifications, and experience to successfully perform the professional services required under this solicitation. At a minimum, the Proposer shall address the following:

- **Relevant Experience:** Experience providing professional services similar in nature, scope, and complexity to the Services described in this solicitation. Experience delivering comparable services for public-sector entities or similarly regulated organizations is desirable, as applicable.
- **Key Personnel:** Identification of key personnel proposed for the project, including proposed roles and responsibilities, office locations (if relevant), qualifications, and availability.
- **Project Organization and Approach:** Description of the proposed project team structure, roles and responsibilities, lines of communication, and identification of any proposed subconsultants and their respective roles, if applicable.
- **Relevant Project Experience and References:** A minimum of three (3) references for projects completed within the past five (5) years that are similar in scope and complexity to the Services described in this solicitation.

For each referenced project, provide:

- Client name and organization
- Reference contact name, title, phone number, and email address



- Project description and scope of services performed
- Key personnel involved
- Project duration and completion date
- Description of material challenges encountered and how they were addressed
- **Team Experience and Collaboration:** Description of the team's experience working together on similar projects, including coordination methods, communication practices, quality control procedures, specific roles, and individual contributions to project outcomes.
- **Problem-Solving and Risk Management:** Examples that demonstrate the Proposer's ability to identify and address project risks and constraints, such as data limitations, schedule impacts, stakeholder concerns, regulatory or policy changes, or other project-specific challenges.

The City will use the information provided in this section to evaluate the Proposer's qualifications, experience, reliability, and demonstrated ability to deliver Services comparable to those required under this solicitation

---

## 5.7. Strategy and Implementation Plan

Proposers shall provide a clear and comprehensive strategy for performing the Services required under this solicitation. The proposed strategy shall demonstrate an understanding of the City's objectives and present a logical, organized approach to completing the Scope of Services described in Section 4.0.

The strategy may be presented in narrative form or another appropriate format and shall address, at a minimum, the following:

- **Approach to Service Delivery** – The proposed methodology for completing the Phase 1 Engineering Services, including task sequencing, technical approach, and integration of prior studies and available data.
- **Project Execution and Quality Control** – Procedures for managing work, coordinating internal resources, and ensuring accuracy, completeness, and consistency of deliverables.
- **Coordination and Communication** – The proposed approach for coordination with City staff, consultants, and regulatory agencies, including communication protocols and responsiveness.
- **Project Schedule** – A proposed schedule identifying key milestones, review points, deliverables, and anticipated completion of Phase 1 Services.

- **Efficiency and Risk Management** – Identification of potential technical, regulatory, or site-related risks and proposed measures to manage schedule, scope, and cost efficiently.

The proposed strategy shall clearly demonstrate the Proposer's capability to perform the Services in accordance with the solicitation requirements and within the anticipated project schedule.

---

## **5.8. Financial Statements**

**DO NOT INCLUDE FINANCIAL STATEMENTS WITH THE PROPOSAL.** If deemed necessary, the City may request the Proposer to submit financial statements for its most recent fiscal year prepared by a Certified Public Accountant (CPA). The requested documents may include:

- A balance sheet
- A profit and loss statement
- Any other relevant documentation demonstrating the Proposer's financial capacity and stability to perform under this solicitation

Upon request, financial information will be treated as confidential and exempt from public disclosure to the extent permitted by law.

The financial documentation must reflect the financial position of the specific entity, division, or subsidiary responsible for performing the services. For partnerships or joint ventures, separate financial statements must be provided for each general partner or member. Consolidated statements of a parent company or joint venture entity will not be accepted in place of individual financial documentation.

---

## **5.9. Legal Proceedings/Litigation**

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

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

For each case, provide:

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

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

---

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

Proposers may submit additional technical or operational information directly relevant to the ability to perform the Services for the Grand Valley Byproducts Lift Station Project. Such information may include, but is not limited to:

- Specialized technical expertise related to wastewater lift station and force main design, floodplain constraints, or complex regulatory permitting
- Project-specific methodologies, tools, or procedures that support efficient delivery of the Scope of Services
- Approaches to coordination with the City and regulatory agencies necessary to support permitting and design review processes
- Other information that demonstrates the Proposer's capability to meet the Project requirements

Submission of information under this section is optional and shall be limited to information that supplements but does not replace required proposal content.

*The remainder of this page has been intentionally left blank.*

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

### **6.1. Overview**

An evaluation committee appointed by the City will review and evaluate all proposals received in response to this RFP. Proposals will be evaluated based on demonstrated qualifications and experience providing professional engineering services for similar wastewater infrastructure projects; understanding of the Project and City objectives; the proposed technical approach and strategy for delivering the Services; capacity to perform the Services in accordance with the project schedule; responsiveness to the requirements of this RFP; and overall value to the City.

The evaluation process is intended to identify the proposal that best meets the City's needs and objectives for the Grand Valley Byproducts Lift Station Project, as set forth in this RFP.

---

### **6.2. Evaluation Summary**

Proposals will be evaluated and ranked according to the evaluation criteria categories and respective weightings identified in this Section. In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, or any portion thereof.
- Waive informalities or minor irregularities in proposals.
- Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies.
- Request clarification or additional information from one or more Proposers; and
- Make an award, if any, in the best interest of the City.

Where applicable, the City may evaluate proposed pricing, fee structures, or cost methodologies independently or in combination with other evaluation factors to determine overall value. The City's determination of best value and any resulting award shall be made at the City's sole discretion.

---

### **6.3. Scoring Criteria**

The City will evaluate proposals using the evaluation criteria categories and relative weights identified in this Section. Each Evaluation Committee member will independently evaluate and score qualitative criteria using a numeric scale of one (1) to ten (10), where:

- 1 represents an unsatisfactory response that fails to meet the requirements of the RFP; and

- 10 represents an exceptional response that fully meets or exceeds the requirements of the RFP

Raw scores for each qualitative criterion will be multiplied by its respective weights to determine weighted category scores. The sum of all weighted qualitative category scores will constitute each Proposer's total qualitative score.

To promote fairness and consistency across evaluations, the City may apply a **score normalization method**. Under this method, the highest total qualitative score establishes the benchmark and earns the maximum available qualitative points. All other Proposers' total qualitative scores may be proportionally adjusted relative to that benchmark prior to calculation of final composite scores.

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

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	10%	Completeness, organization, clarity, and compliance with all RFP requirements, instructions, submission procedures, and required formats. Includes timely submission, proper completion of required forms, and responsiveness to all elements of the Scope of Services.
Understanding of the Project and City Objectives	20%	Demonstrated understanding of the City's objectives for replacement of the Grand Valley Byproducts Lift Station, including existing system conditions, projected future flows, site constraints, floodplain considerations, permitting requirements, and coordination with prior studies and ongoing flow metering efforts. Includes understanding of the City's intent to complete Phase 1 site evaluation and advance Phase 2 design efficiently, accurately, and in a manner that supports long-term system reliability and expandability.
Qualifications, Experience, References, and Capacity	20%	Demonstrated experience providing professional engineering services for wastewater lift stations, force mains, and related collection system infrastructure of similar size, complexity, and regulatory environment. Includes qualifications and experience of key personnel; availability and capacity of staff and resources to meet the project schedule; familiarity with floodplain

		design and permitting; and references for comparable municipal wastewater projects.
Strategy & Implementation Plan	40%	Feasibility, clarity, and effectiveness of the proposed approach for completing Phase 1 Engineering Services and positioning the project for successful Phase 2 design. Includes the proposed methodology for flow evaluation, alternative site analysis, conceptual site planning, opinions of probable cost, surveying coordination, and City review milestones. Evaluation will also consider the proposed project schedule, coordination with City staff and stakeholders, quality control procedures, risk identification and mitigation strategies, and the Consultant's approach to managing technical, regulatory, and site-related constraints.

The City may consider optional or value-added elements proposed by a Proposer as part of this evaluation. The inclusion or exclusion of such elements shall not, by itself, render a proposal non-responsive unless explicitly required by this RFP.

---

### 6.3.2. Score Normalization Method

Following completion of individual evaluations, the City will aggregate the weighted qualitative scores from all Evaluation Committee members to determine each Proposer's total qualitative score.

The highest total qualitative score will establish the benchmark and be assigned the maximum available qualitative score of ninety percent (90%). All other Proposers' qualitative scores may be proportionally adjusted relative to that benchmark using the same ratio.

The resulting normalized qualitative scores will be used to calculate final composite scores.

---

### 6.3.3. Pricing (10%) – Formula-Based Scoring

The NTE Pricing will account for ten percent (**10%**) of the total evaluation score. Pricing will be evaluated using a formula-based method as follows:

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

The Proposer submitting the lowest not-to-exceed cost will receive the maximum available points for this criterion. All other proposals will be scored proportionally.

To receive full consideration, pricing must be:

- Complete, itemized, and consistent with the Scope of Work.
- Reasonable, balanced, and reflective of the services proposed; and
- Submitted in the format and manner required by this RFP.

Failure to follow the required pricing instructions or formats may result in a reduction in scoring or in the rejection of the Fee or Pricing Proposal.

---

#### **6.4. Shortlisting Proposers**

The City may use the process outlined in this Section to identify a shortlist of Proposers for further consideration. The City reserves the right to modify, waive, or discontinue any step in this process if determined to be in the City's best interest.

##### **Compliance Review**

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation.

The City's Purchasing Agent may request written clarifications from Proposers to resolve minor ambiguities, confirm understanding of the proposal, or verify compliance with submission requirements.

##### **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 evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing rankings and identifying the most qualified Proposers.

---

#### **6.5. Experience and Reference Checks**

The City reserves the right to conduct reference checks for one or more of the highest-ranked Proposers to verify qualifications, past performance, and reliability. Reference checks may include, but are not limited to, inquiries regarding:

- Performance on projects of similar size, scope, and complexity.
- Adherence to schedules, budgets, and contractual requirements; and
- Responsiveness, professionalism, and quality of work.

The City may contact references provided by the Proposer and/or other sources known to be familiar with the Proposer's performance. The City may also request additional supporting materials or work samples, and, if applicable, conduct site visits, for the purpose of verifying

information contained in the proposal and further evaluating the Proposer's qualifications and capabilities.

---

#### **6.6. Interviews or Presentations (if requested)**

At the City's discretion, one or more Proposers determined to be the most responsive and competitive may be invited to participate in interviews or presentations. Interviews may be conducted in person or virtually and are intended to further evaluate the Proposer's qualifications, proposed approach, and ability to successfully perform the Work.

The City reserves the right to determine the number of Proposers invited to interview and to adjust interview thresholds based on the quality of proposals and the level of competition. Shortlisted Proposers will be notified in writing. Interview dates and times will generally align with the Tentative Calendar of Events and may be modified as needed.

If conducted, interviews or presentations may be used to further assess or clarify the Proposer's:

- Understanding of the City's needs and objectives.
- Proposed approach, methodology, and work plan.
- Key personnel and organizational capacity; and
- Overall value to the City.

Participation in an interview or presentation does not guarantee an award

---

#### **6.7. Negotiations**

The City reserves the right to conduct negotiations with the highest-ranked Proposer following completion of the evaluation process. Negotiations with lower-ranked Proposers may occur only if negotiations with higher-ranked Proposers are unsuccessful and formally concluded.

As part of negotiations, the City may request revisions to the Proposer's submission, which may include:

- Clarifications, refinements, or revisions to the proposed scope, approach, or deliverables
- Adjustments to pricing, fees, or cost assumptions, including requests for Best and Final Offers (BAFOs); and
- Other modifications necessary to align the proposal with the City's objectives

All negotiations will be conducted at the City's sole discretion and in a manner determined to be most advantageous to the City.

---



## **6.8. Award**

The City reserves the right to exercise full discretion in the evaluation and award process, and may take the following actions, at its sole discretion and in accordance with applicable law:

- Award the Contract in whole or in part or make multiple awards if deemed in the City's best interest, including designating primary and secondary Consultant.
- Reject any or all proposals and waive any informalities, technicalities, or irregularities.
- Accept, reject, or negotiate portions of one or more proposals.
- Consider a Proposer's past performance with the City or other public agencies; or
- Decline to make any award if, in the City's judgment, no proposal offers sufficient value to justify a contract.

Any award recommendation is subject to final approval by the appropriate City authority.

---

## **6.9. Contract Execution**

The selected Proposer shall be required to execute the contract within the timeframe specified after the award notice. Failure to timely execute the Contract may result in the withdrawal of the award and the selection of the next-highest-ranked proposer, or cancellation of the solicitation.

Any award is contingent upon funding availability, completion of all required approvals, and successful negotiation of final contract terms.

---

## **6.10. Notice of Intent to Award & Protest Procedures**

The City may issue a Notice of Intent to Award prior to final contract execution.

Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's [Procurement Policy](#).

*The remainder of this page has been intentionally left blank.*

## Section 7.0. Solicitation Response Form

**RFP-5850-26-KF**

### **“Engineering Services for the Grand Valley Byproducts Lift Station”**

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

All inclusive, not to exceed cost to provide professional consulting services to include, but not be limited to, alternative site evaluation and ranking, conceptual engineering and site evaluation services, permitting, and assistance during bidding for the Grand Valley By-Products Lift Station.

Task	Description	Costs
1	Alternative Site Evaluation	
2	Design Flow Determination	
3	Survey	

**Total Cost for Services as Described, Not-to-Exceed: \$** \_\_\_\_\_

**Total Not-to-Exceed Cost Written:**

\_\_\_\_\_ dollars

**NOTE: A detailed breakdown of labor and other direct costs by task should be included.**

---

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

---

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

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

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

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

RFP-5850-26-KF

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 amount will be offered, to the City if the invoice is paid within \_\_\_\_\_ days of receipt of the invoice.

## **RECEIPT OF ADDENDA**

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

- **Total number of Addenda received:** \_\_\_\_\_

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

Additionally, the Proposer must submit:

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

## Proposer Information and Authorization

Entity Name: \_\_\_\_\_

Authorized Agent Name & Title: \_\_\_\_\_

Authorized Agent Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address of Agent: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

Date: \_\_\_\_\_

*The remainder of this page has been intentionally left blank.*

## Subcontractor Disclosure

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

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

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

*The remainder of this page has been intentionally left blank.*