



## **Request for Proposal**

RFP-5860-26-KF

# **Wastewater Flow Monitoring Services**

### **Proposal Deadline**

March 5, 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

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<b>Event and Details</b>	<b>Date</b>
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	February 4, 2026
Non-Mandatory Visit or Pre-Proposal Meeting Please refer to Section 1.5.	February 12, 2026
Inquiry deadline No questions will be accepted after the end of business on this date.	February 19, 2026
Final Addendum Issued (if applicable)	February 23, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	March 5, 2026, before 1:00 p.m. Mountain Time (America/Denver)
Evaluation of proposals Internal review by City-appointed committee	March 5-March 12, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks • <b>Monday, March 20, 2026:</b> 9:00 a.m. – 3:00 p.m.
Final Selection Subject to final evaluations and interview outcomes	March 25, 2026
Contract Execution	March 27, 2026

Final Technical Memorandum	June 26, 2026
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## Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:
- Kathleen Franklin  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)
- Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.
- 1.4. Purpose:** The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified professional consultants to provide sanitary sewer flow monitoring services to support the evaluation of existing system capacity and to inform the planning and design of future wastewater infrastructure improvements.
- The selected Consultant shall furnish, install, operate, and maintain temporary flow monitoring and rainfall monitoring equipment; collect, manage, analyze, and report flow data; and prepare technical memoranda summarizing findings for identified sanitary sewer basins, including the Grand Valley Byproducts Lift Station basin and the River Road North basin. In addition, the City intends to establish an on-call contract for future flow monitoring services at locations yet to be determined.
- 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, if any.
- 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 12, 2026



**Time:** 9:00 a.m. (Mountain Time)



**Location:** Virtual via Microsoft Teams

**Join Online:**

<https://teams.microsoft.com/meet/25220759487552?p=IUmEr3OeL4aZvnrM3T>

**Meeting ID:** 252 207 594 875 52

**Passcode:** ar65en7i

**Join by phone:**

[+1 945-468-6551,557928652#](tel:+19454686551557928652) United States, Dallas

**Phone Conference ID:** 557 928 652#

[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 have an impact on 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-5860-26-KF  
Wastewater Flow Monitoring Services**

**Date/Time: March 5, 2026, 1:00 p.m. Mountain Time (America/Denver)**

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

 <https://meet.goto.com/377280613>

**Or join the meeting by phone.**

Access Code: 377-280-613

United States: [+1 \(646\) 749-3122](tel:+16467493122)

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

Meeting ID: 377-280-613

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

Or dial directly: 377280613@67.217.95.2 or 67.217.95.2##377280613

*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-unction>. 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 the proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

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

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

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

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

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

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

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

- 1.25.1. Demonstrate the ability to meet project schedules and contractual deadlines for services of similar scope and complexity. Proposers should submit documentation of comparable projects completed within the last five (5) years, including:
  - 1.25.1.1. A comparison of original schedules to actual completion dates
  - 1.25.1.2. A brief explanation of methods used to manage timelines and mitigate delays
- 1.25.2. Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.

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

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

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

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

Proposers may be required to submit satisfactory evidence demonstrating 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 Services 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 services 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 identifying, obtaining, and complying with any permits, approvals, or authorizations required to perform the flow monitoring, rainfall monitoring, equipment installation and removal, data collection, and related field activities described in this solicitation, including coordination with the City as necessary. Unless expressly stated otherwise in the Contract, responsibility for permit fees shall be addressed in accordance with the Contract pricing provisions.

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 and 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 review and acceptance and submit 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 applicable professional standards, to protect persons and property from damage, loss, or injury arising from the Consultant's performance of the Services, including activities associated with equipment installation and removal, site access, manhole entry, traffic control, data collection, and coordination with the City, utilities, or third parties. The Consultant shall provide appropriate notice to the City and affected parties when activities may impact adjacent property, utilities, or public access.

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 to the base Services. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract Sum or Contract Time.

Except as expressly provided for on-call services authorized in accordance with the Contract, no change shall be deemed authorized, approved, or binding until memorialized in a written Change Order or an authorization executed by duly authorized representatives of the Parties. The Consultant shall not proceed with any change to the Services until such written authorization 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 written authorization.

**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, including field activities, data collection, analysis, reporting, and preparation of technical memoranda, in accordance with generally accepted professional standards and shall exercise the degree of skill, care, and diligence ordinarily exercised by qualified professionals performing similar flow monitoring services under similar circumstances.

If any Services or deliverables, including monitoring data, analyses, reports, or technical memoranda, 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 but not limited to flow monitoring data, system capacity information, infrastructure locations, security-related information, and draft analyses, reports, or technical memoranda, except as required by law.
- The Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure and shall ensure that its employees, subconsultants, and 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 required by law to retain it. Nothing in this section shall be construed to limit the City's obligations under the Colorado Open Records Act or other applicable public records laws.
- 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 and acceptance of Services; or (3) 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, data integrity requirements, or reporting obligations, the City may, after providing written notice to the Consultant and an opportunity to cure when appropriate, 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, require corrective action plans or implement other progressive remedies to address nonperformance. If the Consultant's failure materially affects the Project, compromises data reliability, regulatory compliance, or public safety, 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 data, records, measurements, analyses, calculations, reports, technical memoranda, figures, tables, models, databases, and other documents or materials collected, prepared, or developed by the Consultant in connection with the performance of the Services under this Contract, including raw and processed flow monitoring and rainfall data (collectively, the "Work Product"), shall become the property of the City upon creation.

The City shall have the unrestricted right to use, reproduce, modify, adapt, 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 the Proposal or otherwise disclosed to and approved by the City in writing prior to incorporation into the Work Product.

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 information, data, and 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 of the 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.

Coverage shall apply to all premises, operations, and shall include bodily injury, property damage, personal injury, blanket contractual liability, and completed operations. The policy shall contain a severability-of-interests provision.

(b) **Contractors' Pollution Liability**

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

Coverage shall include sudden and gradual pollution conditions, and cleanup costs arising from or resulting from the Consultant's activities in the performance of the Services.

(c) **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.

(d) **Automobile Liability**

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

Coverage shall apply to all owned, hired, or non-owned vehicles used in the performance of the Services.

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

The Consultant shall comply, at its own expense, with all applicable State of Colorado laws and regulations concerning Workers' Compensation and other statutory insurance requirements. The Consultant shall indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from the Consultant's failure to comply with such requirements.

**3.1. Additional Insured; Primary Coverage**

The **Commercial General Liability** and **Automobile Liability** policies shall name the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Such insurance shall be primary and non-contributory to any insurance carried by the City, its officers, or its employees, or

carried by or provided through any insurance. The Consultant shall be solely responsible for any deductibles or self-insured retentions under the required policies.

### **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 of Grand Junction (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 City is seeking a qualified Consultant to provide wastewater flow monitoring services to inform the design of improvements within two separate sanitary sewer basins.

The Grand Valley Byproducts Lift Station (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 mgd and a firm capacity of 0.56 mgd. The lift station is nearing the end of its useful life and is challenging to maintain due to its location. The City is in the process of hiring a consultant via a separate request for proposals to assist with final site selection and design of the new lift station.

The City is also in need of flow meter data to confirm existing sewer capacity and inform future capacity improvements for the City's River Road North basin.

In addition to the above locations, the City would like to establish an on-call contract for flow monitoring services to be performed on an as-needed basis at locations yet to be determined.

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

#### **4.2.1. Flow Monitoring:**

The Consultant shall furnish, install, calibrate, and maintain seven open-channel flow meters for a period of ten (10) consecutive weeks in the manholes shown on the attached location maps in [Appendix 1](#).

In addition to providing flow metering at the locations shown in Appendix 1, the Consultant shall provide time, material, and equipment rental rates for additional flow metering to be provided on an as-needed basis.

The flow meters shall utilize submerged area-velocity sensors with a redundant level sensor. The primary-level monitoring device shall be a pressure transducer, and the secondary-level device shall be a non-contact ultrasonic area-velocity sensor mounted in the top of the pipe.

Approved open channel flow meters to be utilized are:

- Hach FL 900
- ISCO 2150
- ADS Triton+

The City will consider allowing other meters if, at the City's sole discretion, the meter is deemed equal to the above.

All flow monitors shall incorporate cellular-enabled recording telemetry units (RTUs) that automatically upload recorded level, velocity, and flow rate data to a data storage platform daily. Level, velocity, and flow rates shall be recorded every 5 minutes.

Prior to installation of the meters and gauge, the devices shall be calibrated according to the manufacturer's recommendations. The Consultant shall be responsible for checking calibration after installation to ensure the accuracy of the collected data.

#### **4.2.2. Rainfall Monitoring:**

A temporary rainfall gauge shall be installed at the existing Lift Station site. The rainfall gauge shall be an electronic tipping bucket gauge meeting the National Weather Service standards.

Rainfall data for the River North basin shall be obtained from the existing rain gauge located at the Persigo wastewater treatment facility.

#### **4.2.3 Data Management, Reporting, and Analysis:**

The Consultant shall be responsible for maintaining the metering equipment and collecting and analyzing the data. The data shall be collected via a web hosting data management platform.

Data analysis shall include the following:

- Identify and review transient data
- Create scatter graphs to demonstrate level vs velocity
- Create velocity, level, and flow versus rainfall hydrographs
- Export hydrographs to the City in graphical and tabular form in .pdf, .csv, and Excel format.
- Determination of average, minimum, and peak hour dry weather flow rates for each location, including dry weather peaking factors.

- Determination of wet weather peaking factors for each location scaled to a 5-year, 6-hour rainfall.

#### 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 12, 2026

 **Time:** 9:00 p.m. (Mountain Time)

 **Location:** Virtual via Microsoft Teams

###### Join Online:

<https://teams.microsoft.com/meet/25220759487552?p=IUmEr3OeL4aZvnrM3T>

**Meeting ID:** 252 207 594 875 52

**Passcode:** ar65en7i

###### Join by phone:

[+1 945-468-6551,557928652#](tel:+19454686551557928652) United States, Dallas

**Phone Conference ID:** 557 928 652#

[Find a local number](#)

###### 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. Traffic Control: Traffic control shall be provided in accordance with the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction. A traffic control plan shall be submitted to the City for review at least forty-eight (48) hours prior to performing any work that impacts the public.

Traffic control costs associated with flow monitoring at the locations specified in Appendix 1 shall be treated as **pass-through costs** and reimbursed at **actual cost without markup**, upon submission of acceptable documentation, in accordance with the Contract.

Traffic control costs for on-call monitoring services shall be included in the Consultant's cost estimate for the applicable on-call scope and shall be

reimbursed as **pass-through costs**, subject to City review and written authorization prior to performance.

- 4.3.4. Flow Meter Installation/Removal:** This work shall include all labor, material, and equipment necessary to supply, install, and remove flow meters and pressure measuring devices in the pipelines specified in Appendix 1, including supplying, installing, and removing all needed mounting brackets and hardware.

This work shall be paid for at the contract unit price per each for “Flow Meter Installation and Removal.”

The installation and removal of flow meters in sewers with a diameter greater than 18 inches shall be determined on a case-by-case basis and approved as part of the authorization to perform the work.

- 4.3.5. Flow Meter Maintenance and Data Collection:** This work shall include all labor, material, and equipment necessary to set up and maintain the Web-based data collection system, collect data, and maintain the flow meters.

This work shall be paid for at the contract unit price per meter per week for “Flow Meter Maintenance and Data Collection.”

- 4.3.6. Technical Memorandum:** This work shall include preparing a Technical Memorandum summarizing the flow metering results and shall include, at a minimum, the items listed in the Scope of Services. A Technical Memorandum shall be prepared for each flow basin where flow metering is performed.

This work shall be paid for at the contract unit price per each for “Technical Memorandum”.

- 4.3.7. On-call Services:** In addition to procuring professional services for flow metering at the locations shown in Appendix 1, the City desires to establish an on-call contract for future flow metering at locations yet to be determined.

On-call services shall be performed only upon written authorization by the City and shall be compensated for at the contract unit prices specified in the Appendix 2 Sanitary Sewer Flow Monitoring Price Proposal Spreadsheet, plus the cost of traffic control, if required.

The cost for flow meter installation and removal within sewers greater than 18 inches in diameter shall be determined on a case-by-case basis and subject to City approval prior to performance.

- 4.3.8. Key Staff Reassignment:** Key Personnel identified in the Proposal shall be assigned to the Services 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 prior written approval.

- 4.3.9. 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.

- 4.3.10. Price Proposal Requirements:** Proposers shall submit a completed **Price Proposal** using the form provided as **Appendix 2**. The Price Proposal shall clearly and separately identify pricing for the base flow monitoring Services and on-call Services, in accordance with this solicitation.

**4.3.10.1. Base Services Pricing**

Pricing for the base Services shall be proposed using the units and quantities identified in Appendix 2 and shall include all labor, materials, equipment, incidentals, and other costs necessary to fully perform the base Scope of Services described in this RFP.

**4.3.10.2. On-Call Services Pricing**

On-call Services shall be performed only upon written authorization by the City. For each authorized on-call scope of work, the Consultant shall submit a cost estimate based on the contract rates for City review and approval prior to commencing work.

**4.3.10.3. Pricing Conditions**

- Prices submitted shall be firm through execution of the Contract and any authorized renewal periods, unless otherwise permitted by the Contract.
- The City shall not be liable for any costs not expressly included in the Price Proposal or authorized in writing in accordance with the Contract.
- Pricing shall be submitted without contingencies, assumptions, or qualifications that conflict with the requirements of this RFP or the Contract Documents.

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.

- 4.3.11. 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."

- 4.3.11.1.** 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.

**4.3.11.2.** 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.

**4.3.12. 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

**4.3.13. 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

### [Appendix 1: Flow Meter Locations](#)

### [Appendix 2: Sanitary Sewer Flow Monitoring Price Proposal Spreadsheet](#)

- 4.4. Contract Term and Renewal:** The Contract shall commence upon execution by both Parties and shall remain in effect through December 31, 2026, unless earlier terminated in accordance with the terms of the Contract. Base Services under this Contract are anticipated to be completed upon delivery of the final Technical Memorandum, currently scheduled for June 26, 2026. The Contract term includes additional time following completion of the base Services to allow for City review, final invoicing, and the performance of authorized on-call Services, if any.

The Contract may be renewed, at the City's sole discretion and upon mutual written agreement of the City and the Consultant, for up to three (3) additional one-year renewal periods, subject to satisfactory performance, continued need for the Services, and the availability of appropriated funds for the applicable fiscal year. Unless modified by a duly executed written amendment, all terms, conditions, and **pricing provisions** of the Contract shall remain in full force and effect during any renewal period.

### Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	February 4, 2026
Non-Mandatory Visit or Pre-Proposal Meeting Please refer to Section 1.5.	February 12, 2026
Inquiry deadline No questions will be accepted after the end of business on this date.	February 19, 2026
Final Addendum Issued (if applicable)	February 23, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	March 5, 2026, before 1:00 p.m. Mountain Time (America/Denver)
Evaluation of proposals Internal review by City-appointed committee	March 5-March 12, 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 20, 2026:</b> 9:00 a.m. – 3:00 p.m.</li> </ul>
Final Selection Subject to final evaluations and interview outcomes	March 25, 2026
Contract Execution	March 27, 2026
Final Technical Memorandum	June 26, 2026

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

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## Section 5.0: Preparation and Submittal of Proposals

### 5.1. Submission Requirements

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

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

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; 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 thirty (30) pages, excluding **Appendix 2, Sanitary Sewer Flow Monitoring Price Proposal Spreadsheet**, and **Solicitation Response Form (Section 7.0)**.

**Note:** Pages exceeding the thirty (30) page limit will not be reviewed or scored.

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### 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.

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#### 5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of its proposal. 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.

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#### 5.5. Price Proposal

Proposers shall submit a **Price Proposal** in accordance with **Section 4.3.10** using **Appendix 2, Sanitary Sewer Flow Monitoring Price Proposal Spreadsheet**. Pricing shall clearly identify costs for the base flow monitoring Services and applicable unit rates and/or on-call rates, as required by this solicitation.

The proposal narrative shall not include pricing assumptions, contingencies, or qualifications that conflict with the Price Proposal or the requirements of this RFP. Only pricing submitted in Appendix 2 will be used for evaluation.

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

The Proposer shall demonstrate its capacity, qualifications, and experience to successfully perform the sanitary sewer flow monitoring 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 to perform the Services, including roles and responsibilities, relevant qualifications and certifications, years of experience, office locations (if applicable), and availability for both base and on-call Services.
- **Project Organization and Approach:** Description of the proposed project organization, including team structure, roles and responsibilities, lines of communication, quality control procedures, and identification of any proposed subconsultants and their respective roles. The Proposer shall describe its technical approach to equipment installation and removal, data collection and

validation, maintenance of monitoring equipment, data management platforms, and preparation of technical memoranda.

- **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 (e.g., confined space conditions, traffic constraints, data quality issues, weather impacts) and how they were addressed
- **Team Experience and Collaboration:** Description of the team's experience working together on similar flow monitoring projects, including coordination methods, communication practices, quality assurance and quality control procedures, and individual contributions to successful project outcomes.
  - **Problem-Solving and Risk Management:** Examples demonstrating the Proposer's ability to identify, manage, and mitigate risks associated with flow monitoring services, including data integrity issues, equipment failures, access limitations, schedule constraints, regulatory considerations, 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 successfully perform the Services in accordance with the requirements of the solicitation.

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## 5.7. Strategy and Implementation Plan

Proposers shall provide a clear and comprehensive strategy for performing the sanitary sewer flow monitoring 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 Monitoring Services:** The proposed methodology for furnishing, installing, calibrating, maintaining, and removing flow monitoring and rainfall

monitoring equipment, including meter selection, installation techniques, data logging intervals, telemetry, and maintenance procedures. The Proposer shall describe its approach to ensuring data accuracy, reliability, and continuity throughout the monitoring period.

- **Data Management, Analysis, and Reporting:** The proposed approach to data collection, validation, storage, analysis, and reporting, including identification of the data management platform, quality assurance and quality control procedures, handling of anomalous or transient data, and preparation of graphical and tabular deliverables and technical memoranda.
- **Project Execution and Quality Control:** Procedures for managing field activities and internal resources, coordinating staff and subcontractors, ensuring safety and regulatory compliance, and maintaining consistent quality and completeness of Services and deliverables.
- **Coordination and Communication:** The proposed approach for coordination with City staff and other stakeholders, including communication protocols, reporting frequency, responsiveness, and procedures for addressing issues encountered during monitoring activities.
- **Project Schedule:** A proposed schedule identifying key milestones, including equipment installation and removal, monitoring duration, data review periods, draft and final deliverables, and anticipated completion of the base monitoring Services.
- **On-Call Services Approach:** The proposed approach to responding to the City for issued on-call scopes of work, including development of cost estimates based on contract rates, anticipated response times, staffing availability, and procedures for initiating and completing authorized on-call monitoring Services.
- **Efficiency and Risk Management:** Identification of potential technical, operational, or site-specific risks associated with flow monitoring (such as access constraints, equipment failures, weather impacts, or data limitations) and proposed measures to manage schedule, scope, data integrity, 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.

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## **5.8. Legal Proceedings/Litigation**

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

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



For each case, provide:

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

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

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

### **6.1. Overview**

An evaluation committee appointed by the City will review and evaluate all Proposals received in response to this Request for Proposals. Proposals will be evaluated based on the Proposer's demonstrated qualifications and experience providing sanitary sewer or wastewater flow monitoring services of similar scope and complexity; understanding of the City's objectives and the requirements of this solicitation; the proposed technical approach for equipment installation, data collection, data management, analysis, and reporting; capacity to perform the Services in accordance with the anticipated 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 sanitary sewer flow monitoring and on-call monitoring services, as set forth in this RFP.

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### **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.

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### **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.

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

Evaluation Category	Weight	Description
Responsiveness to RFP Requirements	10%	The degree to which the Proposal complies with the administrative, format, and submission requirements of this RFP; clearly and completely addresses all required sections; and demonstrates an understanding of the solicitation instructions and contractual requirements.
Understanding of the Project and City Objectives	20%	The Proposer's demonstrated understanding of the City's sanitary sewer flow monitoring objectives, including data quality needs, monitoring duration, use of flow and rainfall data to support system capacity evaluation, and the role of the Services in informing future wastewater infrastructure planning.
Qualifications, Experience, References, and Capacity	35%	The Proposer's demonstrated experience and technical qualifications in performing sanitary sewer or wastewater flow monitoring services of similar scope and complexity; the qualifications and availability of key personnel; demonstrated success on comparable projects; references; and the Proposer's capacity to perform both the base monitoring Services and on-call Services in accordance with the anticipated schedule.
Strategy & Implementation Plan	25%	The quality, clarity, and feasibility of the Proposer's proposed approach to equipment installation and removal, data collection and

		validation, telemetry, data management, analysis, reporting, quality control, coordination with the City, schedule management, and response to City-issued on-call scopes of work.
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The City will evaluate Proposals based solely on the criteria identified above. Optional or value-added elements, if offered, will be considered only to the extent they directly support the required Services and do not introduce additional cost, risk, or contractual obligations. The inclusion or exclusion of such elements shall not, by itself, render a Proposal non-responsive.

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#### 6.4.1. 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.

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

Pricing shall account for ten percent (10%) of the total evaluation score. Pricing will be evaluated using the **Total Cost for Base Services** submitted in **Appendix 2, Sanitary Sewer Flow Monitoring Price Proposal Spreadsheet**, and scored using the following formula:

$$(\text{Lowest Total Cost} \div \text{Proposer's Total Cost}) \times \text{Maximum Price Points} = \text{Weighted Pricing Score}$$

The Proposer submitting the lowest Total Cost for Base Services 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 Pricing Proposal.

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## **6.5. 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.

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## **6.6. 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.

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## **6.7. 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

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## **6.8. 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.

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## **6.9. 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.

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#### **6.10. 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.

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#### **6.11. 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](#).

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## Section 7.0. Solicitation Response Form

**RFP-5860-26-KF**

### **“Wastewater Flow Monitoring Services”**

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

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

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

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

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

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

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

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

- 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.

### **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: \_\_\_\_\_

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## Subcontractor Disclosure

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

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

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

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